

CITY COUNCIL REPORT



Meeting Date: April 19, 2016
 General Plan Element: *Character and Design*
 General Plan Goal: *Determine the appropriateness of all development in terms of community goals, surrounding area character, and the specific context of the surrounding neighborhood.*

ACTION

Impact Church/Sunrise Luxury Living 1-PE-2015

Request to consider the following:

1. Approval of a 2-lot Perimeter Exception Final Plat and associated development agreement on 11.2 +/- acres located at 15333 N. Hayden Road.
2. Adopt Resolution No. 10365 authorizing the Mayor to execute the Development Agreement, Contract No. 2016-027-COS related to the Sunrise Commons Perimeter Exception Plat.

Key Items for Consideration

- The site is fully entitled and has developed as a mixed-use project known as Impact Church/Sunrise Commons.
- The Final Plat and Development Agreement provide the ability to allow multiple investment ownerships while insuring the project's ability to meet all the Zoning Ordinance requirements and Development Review Board stipulations.
- The Development Agreement will provide assurance that a single governing body will be responsible to maintain the property per previous City Council and Development Review Board approvals.

Related Policies, References:

10-GP-2013 – related Non-Major General Plan Amendment for Sunrise Commons portion of site
 19-ZN-2013 – related rezoning for site to current PCP-AMU and PCP-AMU-R zoning designations
 31-DR-2014 – related Development Review Board approval for Sunrise Commons portion of site

OWNER

Impact Church Inc.
 Sunrise Hayden Apartments, LLC

APPLICANT CONTACT

Wood, Patel & Associates, Inc.
 602-335-8552

Action Taken _____

LOCATION

15333 N. Hayden Road

BACKGROUND

Zoning

This site is zoned Planned Airpark Core Development (PCP) with the sub-district designations of Airpark Mixed Use (AMU) and Airpark Mixed Use – Residential (AMU-R). The PCP zoning district is intended to promote, encourage, and accommodate innovatively designed and master-planned mixed-use development within the Greater Airpark Character Area.

Context

The property is located on the southeast side of Hayden Road at 84th Street and is surrounded by a variety of uses including major retail developments, services uses, and light industrial uses.

Adjacent Uses and Zoning

- North N. Hayden Road abuts the site to the north. Existing vehicle dealerships and warehouse storage uses are located further north in the Highway Commercial (C-3) and General Commercial (C-4) zoning districts.
- South An existing car wash and retail development are located farther south of the site in the Highway Commercial (C-3) zoning district.
- East An existing big-box retail development is located east of the site in the Highway Commercial (C-3) zoning district.
- West An existing fuel station and big-box retail development is located west of the site in the Highway Commercial (C-3) zoning district.

APPLICANTS PROPOSAL

Goal/Purpose of Request

The applicant is requesting approval of a perimeter exception plat and associated development agreement. The perimeter exception allows the subject property to be split in to multiple parcels and ownership while maintaining the ability of the property to meet zoning requirements as a whole. The applicant is requesting approval of this plat and development agreement, to establish a parcel boundary between the multi-family portion of the development (Sunrise Hayden Apartments, LLC) and the church portion of the development (Impact Church Inc.). This request does not include any changes to the development plan that was previously approved with case 19-ZN-2013.

Development Information

- Existing Use: Vacant, former auto dealership
- Proposed Uses: Place of worship and multi-family residential
- Parcel Size: 11.2 +/- net acres (6.6 +/- acres for church portion site / 4.6

- +/- acres for multi-family portion of site)
- Building Height Allowed: 84 feet
- Building Height Proposed: Maximum 65 feet (residential) / maximum 36 feet (church)
- Parking Required: 400 spaces for church / 445 spaces for residential
- Parking Provided: 417 spaces for church / 480 spaces for residential
- Open Space Required: 136,725 square feet / 3.14 acres (entire 12.17-acre site)
- Open Space Provided: 137,040 square feet / 3.15 acres (entire 12.17-acre site)
- Floor Area Proposed: 400,304 square feet (entire site) (achieved through bonus)
- Density Allowed (case): 25.6 dwelling units per acre (19-ZN-2013)
- Density Proposed: 25.6 dwelling units per acre (entire site)
- Number of Lots Proposed: 2 lots

IMPACT ANALYSIS

The subject property will remain consistent with the current entitlements. The proposed Perimeter Exception Plat and Development Agreement will not have any effect on the existing land use, traffic, access, parking, infrastructure, or public safety.

STAFF RECOMMENDATION

Recommended Approach:

Approve the final plat and development agreement for the Sunrise Commons Perimeter Exception Plat, and adopt Resolution No. 10050 authorizing the Mayor to execute Development Agreement No. 2015-057-COS.

RESPONSIBLE DEPARTMENT

Planning and Development Services

Current Planning Services

STAFF CONTACT

Brad Carr, AICP, LEED-AP
Senior Planner
480-312-7713
E-mail: bcarr@ScottsdaleAZ.gov

APPROVED BY



Brad Carr, AICP, LEED-AP, Report Author

2-26-2016

Date



Tim Curtis, AICP, Current Planning Director
480-312-4210, tcurtis@scottsdaleaz.gov

2/26/2016

Date



Randy Grant, Director
Planning and Development Services
480-312-2664, rgrant@scottsdaleaz.gov

2/29/16

Date

ATTACHMENTS

1. Resolution No. 10365
2. Development Agreement No. 2016-027-COS
3. Applicant's Narrative
4. Context Aerial
- 4A. Aerial Close-Up
5. Zoning Map
6. Final Plat
7. Site Plan (31-DR-2014)

RESOLUTION NO. 10365

A RESOLUTION OF THE CITY OF SCOTTSDALE, ARIZONA,
AUTHORIZING THE MAYOR TO EXECUTE DEVELOPMENT
AGREEMENT NO. 2016-027-COS FOR PROPERTY GENERALLY
LOCATED AT 15333 NORTH HAYDEN ROAD.

WHEREAS, A.R.S. § 9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, it is in the best interest of the City and owner to enter into Development Agreement No. 2016-027-COS for construction of Impact Church/Sunrise Luxury Living on property located at 15333 North Hayden Road; and

WHEREAS, Development Agreement No. 2016-027-COS is consistent with the portions of the City's general plan applicable to the property on the date this Agreement is executed.

NOW, THEREFORE, LET IT BE RESOLVED, by the Council of the City of Scottsdale, as follows:

Section 1. That Mayor W.J. "Jim" Lane is authorized and directed to execute Development Agreement No. 2016-027-COS after it has been executed by all other parties.

Section 2. That the City Clerk is hereby directed to record Development Agreement No. 2016-027-COS with the Maricopa County Recorder within ten (10) days of its execution by the parties.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Arizona, this _____ day of _____, 2016.

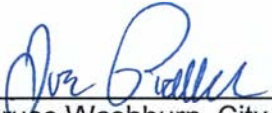
ATTEST:

CITY OF SCOTTSDALE, an Arizona
Municipal Corporation

By: _____
Carolyn Jagger
City Clerk

By: _____
W.J. "Jim" Lane
Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Deputy City Attorney

WHEN RECORDED RETURN TO:

CITY OF SCOTTSDALE
ONE STOP SHOP RECORDS
7447 East Indian School Road, Suite 100
Scottsdale, AZ 85251

Contract No. 2016-027-COS
(Resolution No. 10365)

DEVELOPMENT AGREEMENT FOR PERIMETER EXCEPTION

THIS DEVELOPMENT AGREEMENT FOR PERIMETER EXCEPTION (this "Agreement") is made and entered into this _____ day of _____, 2016, by and between the CITY OF SCOTTSDALE, an Arizona municipal corporation (the "City") and SUNRISE HAYDEN OWNER, LLC, a Delaware limited liability company, successor-in-interest to Sunrise Hayden Apartments LLC ("Sunrise") and IMPACT CHURCH, INC., an Arizona non-profit corporation ("Impact"). Sunrise and Impact are sometimes hereinafter referred to as an "Owner" or collectively referred to as "Owners" and together with the City, referred to collectively as the "Parties".

RECITALS

A. The City has authority under Arizona Revised Statutes (A.R.S.) Section §9-500.05 to enter into development agreements with property owners or any other person having an interest in real property located in the City.

B. Sunrise is the current Owner of that certain real property located in the City of Scottsdale, Maricopa County, Arizona as more particularly described on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "Sunrise Parcel").

C. Impact is the current Owner of that certain real property located in the City of Scottsdale, Maricopa County, Arizona, as more particularly described on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "Impact Parcel," and together with the Sunrise Parcel, the "Property"). The Property contains approximately 12.17 gross acres and was rezoned in Case No. 19-ZN-2013 to PCP-AMU (Church Site) and PCP-AMU-R (Residential Site) in April 2014. The Property subsequently received DRB approval (Case No. 31-DR-2014) for the Sunrise Commons residential component in January 2015.

D. Sunrise desires to develop on 4.59 gross acres of the property a multifamily housing development called Sunrise Commons which will consist of approximately 311 residential units and will be located outside of the 55 DNL.

E. Owners desire to develop the Property in accordance with the procedures for a perimeter exception, as set forth in the Land Divisions Ordinance (Chapter 48, Division 6, of the Scottsdale Revised Code, hereinafter referred to as a "Perimeter Exception Development"), the Site Plan approved by the City of Scottsdale in Case No. 31 DR 2014, attached hereto as Exhibit "B", the Final Perimeter Exception Plat, 1-PE-2015 and the Development Plan in Case No 19-ZN-2013 (the "Development Standards") approved by the City Council.

F. The Property will be planned and developed as a whole, undivided parcel solely for purposes of meeting certain City requirements for common area improvements, utilities, access, parking, easements, drainage, open space, the Development Standards, and certain other City ordinances and regulations (collectively, the "City Requirements"), all in accordance with the City of Scottsdale zoning ordinance.

G. The parties hereto acknowledge that because the Property will be planned and developed as a whole, undivided parcel solely for purposes of meeting the City Requirements, certain common area facilities, public utility easements, drainage, and landscaping and other facilities may be shared (collectively, the "Shared Facilities") as described in that certain Declaration of Easements, Covenants, Conditions and Restrictions encumbering the Property, recorded on May 9, 2014 as Document No. 2014-0303673, Official Records, Maricopa County, Arizona (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions dated on or about the date hereof (the "First Amendment" and, collectively with the Original Declaration, the "ECRs"), between and among the multiple buildings and/or lots into which the Property may be divided.

H. As there are two Owners, to enforce the City Requirements effectively, the City requires that one (1) entity be designated as the manager of the Property ("Property Manager") to provide the City a contact and entity responsible for complying with the City Requirements and maintaining and repairing the Shared Facilities, as determined necessary by the City subject to and in accordance with the City Requirements.

I. This Agreement is consistent with the portions of the City's General Plan and any Specific Plan applicable to the Property on the date of this Agreement.

J. The parties hereto agree that the development of the Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, help maintain the Property as a quality development, and provide certainty useful to the Owner and the City.

K. The City's governing body has authorized execution of this Agreement by Resolution Number 10365, and, after approval by the city council the City agrees to the recordation of the Plat in the Official Records of the county recorder's office in Maricopa County, Arizona.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated by this reference.
2. Term of Agreement. The term of this Agreement shall commence on the date first written above, and shall end at such time as the Property is no longer used or developed as a Perimeter Exception Development, unless sooner terminated by mutual consent of the parties.
3. The Property Development Standards. The Property shall comply with the Development Standards set forth in the Development Review Board stipulations in cases numbers 19-ZN-2013 and 31-DR-2014, which are based on the Property being planned and developed as a whole, undivided parcel for purposes of meeting the City Requirements.
4. Property Manager.
 - 4.1 Appointment of Property Manager. Sunrise is hereby appointed as the Property Manager for all purposes under this Agreement.
 - 4.1.1 Authority of Property Manager. Subject to the provisions of Sections 1(a), (b) and (c) of the First Amendment, the Property Manager shall have authority to make all decisions regarding the compliance of any development on the Property with all applicable City Requirements. Pursuant to the provisions of the ECR, the Property Manager shall have authority to assess and collect fees from persons/entities owning any part of the Property in an amount sufficient to maintain and repair the Shared Facilities.
 - 4.2 Responsibility of Property Manager. The Property Manager shall be solely responsible for complying with all City Requirements in a timely and professional manner, and maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City in accordance with the City Requirements.
 - 4.3 Indemnification by Property Manager. The Property Manager shall indemnify and hold the City, its employees, agents and officials harmless from any and all claims and disputes that the persons/entities owning any part of the Property and their successors and assigns may raise with the City as a result of complying with the City Requirements under this Agreement.
 - 4.4 Assurance of a Property Manager. Sunrise shall assure that the Property shall always have an appointed Property Manager. If the Property has no designated Property Manager, the City shall deem Sunrise to be the Property Manager. Notwithstanding the above, upon a sale of the Sunrise Parcel by Sunrise, the successor owner of the Sunrise Parcel shall automatically become the Property Manager for all purposes under this Agreement and shall thereafter be fully liable for all obligations of the Property Manager arising under this Agreement. Notwithstanding the foregoing, with the City's consent (which consent shall not be unreasonably withheld) Impact shall have the right to replace Sunrise as the Property Manager if (a) Sunrise

receives a written notice from the City of Scottsdale requiring action by the Property Manager and (b) Sunrise fails to either comply with or cause the rescission of such notice within sixty (60) days following notice from Impact requiring action; provided, however, that Impact shall have no right to replace Sunrise as the Property Manager if (A) Sunrise's failure to comply with or cause the rescission of such notice is (i) not reasonably within the control of Sunrise, or (ii) due to the failure or refusal of Impact to cooperate with Sunrise in all reasonable respects to the extent such cooperation is required in order to comply with or cause the rescission of such notice, or (B) Impact otherwise interferes in any manner with Sunrise's attempt, in its capacity as Property Manager, to comply with or cause the rescission of such notice. Impact agrees to cooperate in all reasonable respects with Sunrise in its capacity as Property Manager in complying with any requirements of the City. Any such replacement shall be by notice to Sunrise and the City and recordation of such notice with the County Recorder of Maricopa County, Arizona.

5. Declaration of Easements, Covenants, Conditions & Restrictions.

5.1 ECRs. The ECRs address the following to the City's satisfaction:

5.1.1 Responsibility for Shared Facilities. Owners understand that (a) certain common area improvements on the Property are Shared Facilities, and (b) each Owner must pay assessments for complying with the City Requirements and for maintaining and repairing the Shared Facilities, as reasonably determined necessary by the City.

5.1.2 Ownership of Shared Facilities. All Shared Facilities shall be identified in the ECRs. If some of the Shared Facilities are to be shared by the Owners, then the ECRs shall identify which Owner is responsible for which Shared Facilities.

5.1.3 Assessments. The Property Manager shall have authority to assess and collect fees for complying with City Requirements and for maintaining and repairing the Shared Facilities.

5.2 Duration. The ECRs shall remain in existence as long as the Property is developed as a perimeter exception.

5.2.1 Amendments. In no event shall the ECRs be amended so as to alter the provisions that require the Owners to share responsibility for maintaining and repairing the Shared Facilities without the City's prior written consent.

5.2.2 Delivery. A copy of the ECRs has been delivered to the City.

6. Changes to the Property. The Property shall be treated as a whole, undivided parcel solely for purposes of meeting the City Requirements. If an Owner submits to the City an application to change the use or physical configuration of any portion of the Property, modify improvements located on such portion of the Property, or otherwise modify the City Requirements as they apply to any portion of the Property, the City shall review the changes and impose any City Requirements as if the Property were a whole, undivided parcel. Without limiting the foregoing, density within the Property shall be considered as applicable to the Property as a whole, undivided

parcel. The allocation of density among separate parcels within the Property shall not be deemed a transfer of density among the parcels, and the consent of the current and future owners of any part of the Property is not necessary for the allocation of density among the separate parcels within the Property. The City's obligation to approve any such application shall be conditioned upon the Owner's delivery of such reasonable documentation as the City may request, confirming that the Property, as modified by approval of any such application, satisfies all City Requirements.

7. Responsibility for Shared Facilities. Owners acknowledge that (a) the common area improvements on the property are Shared Facilities; and (b) the Owners must comply with the City Requirements for maintaining and repairing the Shared Facilities pursuant to the ECR, as set forth in Section 5.1.1 above.

8. General Provisions.

8.1 Notices. All notices, consents, approvals, and other communications given in connection with this Agreement ("Notices") shall be validly given or delivered if in writing and delivered personally or sent by registered or certified U.S. Postal Service mail, return receipt requested, postage prepaid to:

If to the City: City of Scottsdale
Planning, Neighborhood and Transportation
Attn: Planning, Neighborhood and Transportation
Administrator
7447 East Indian School Road, Suite 105
Scottsdale, Arizona 85251

With a copy to: City of Scottsdale
City Attorney's Office
Attn: City Attorney
3939 North Drinkwater Boulevard
Scottsdale, Arizona 85251

If to Sunrise: Sunrise Hayden Owner, LLC
Attn: James M. Hinton
5773 Woodway Drive, Suite 415
Houston, Texas 77057

If to Impact: Impact Church, Inc.
Attn: Andrew Wadsworth
15650 North 83rd Way
Scottsdale, Arizona 85260

With a copy to: Berry Riddell LLC
Attn: John V. Berry, Esq.
6750 E. Camelback Road, Suite 100
Scottsdale, Arizona 85251

Any party may designate a different address in writing and deliver the Notice as set forth above. Any change of address shall be given at least ten (10) days before the change is effective.

8.2 Mailing Effective. Notices given by mail shall be deemed delivered seventy-two (72) hours following deposit with the U.S. Postal Service as set forth above.

8.3 Waiver. No delay in exercising any right or remedy hereunder shall constitute a waiver thereof. No waiver by any party of a breach of this Agreement shall be construed as a waiver of any preceding or succeeding breach of this Agreement.

8.4 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provisions of this Agreement

8.5 Authority. The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The parties hereto warrant to each other that the individuals executing this Agreement on their behalf are authorized and empowered to bind the party on whose behalf each individual is signing. Each Owner warrants that it is duly formed and qualified to do business in the State of Arizona, and in good standing under applicable state laws. Each Owner represents to the City that by entering into this Agreement, it has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of this Agreement.

8.6 Entire Agreement. This Agreement, including exhibits, constitutes the entire Agreement between the parties. All exhibits referenced in this Agreement are hereby deemed to be a part of this Agreement.

8.7 Amendment of this Agreement. This Agreement may be amended, in whole or in part, and with respect to all or any portion of the Property, only with the written consent of all the parties hereto or their successors.

8.8 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purposes of this Agreement are not defeated by such severability.

8.9 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. Venue for any action brought in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona. The parties waive any right to object to such venue. The parties waive any right to a jury trial.

8.10 Recordation. The City shall record this Agreement, and any amendment or cancellation of this Agreement, in its entirety, in the Official Records of the County Recorder's

Office in Maricopa County, Arizona, within ten (10) days after all parties execute the Agreement, amendment, or cancellation.

8.11 Remedies. If any party to this Agreement breaches any provision of this Agreement, and if such breach is not cured within thirty (30) days after written notice of such breach is delivered to the defaulting party, the non-defaulting party shall be entitled to all remedies available at law and in equity, including specific performance. Further, in the event of an uncured breach by an Owner, the City shall not be obligated to process or grant any permits, inspections or certificates of occupancy relating to the Property until such time as such breach is cured.

8.12 Attorneys' Fees and Costs. If any party brings an action in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

8.13 Runs with Land. The covenants, conditions and restrictions in this Agreement create equitable servitudes upon every portion of the Property in favor of the City, and the successor entities of any portion of the Property, and shall bind the parties hereto and each successive owner of all or any portion of the Property during its period of ownership. These covenants, conditions and restrictions run with the land and shall be prior, superior and non-subordinated to any and all encumbrances placed against the Property after this Agreement is recorded.

8.14 Assignment. The rights and obligations of the Owners under this Agreement shall be automatically transferred to any subsequent owner of all or any portion of the Property, without the City's consent and without the requirement of any assignment thereof. Under ARS § 9.500.05.D, the burdens of this Agreement shall bind, and the benefits of this Agreement shall inure to, the parties hereto and their successors and assigns. The grantee of any portion of the Property, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such portion of the Property upon and subject to each and all of the requirements set forth in this Agreement with respect to such portion of the Property. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs and personal representatives, be deemed to covenant, consent and agree to and with the other Owners to keep, observe, comply with and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8.15 Third Parties. There are no third party beneficiaries to this Agreement, and no person or entity not a party hereto, or a successor to a party hereto, shall have any right or cause of action hereunder.

8.16 Force Majeure. The parties hereto shall be excused for failures and delays in performance of their respective obligations under this Agreement due to any cause beyond their control and without fault. Nevertheless, each party hereto shall use its best efforts to avoid or remove such causes and to continue performance whenever such causes are removed, and shall notify the other party of the problem.

8.17 Dispute Resolution. If any dispute arises among the parties under this Agreement, any party hereto may give notice to the other that the dispute exists, whereupon the

parties shall negotiate in good faith to resolve such dispute, and attempt to reach resolution within thirty (30) days of notice that such dispute exists.

8.18 Document Conflict. If a conflict arises between the terms of this Agreement and the terms in the attached Exhibits, the terms of this Agreement shall control over the terms of the Exhibits.

8.19 No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

8.20 Further Assurances. The parties shall take further action and execute documents as may be reasonably required to effectively carry out the terms of this Agreement and its purposes.

8.21 Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the Owners or any owner of any portion of the Property, or any successors, for any breach by the City of this Agreement.

8.22 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts will be deemed to constitute one and the same instrument, and each such counterpart will be deemed an original hereof. For purposes of recording, the signature and acknowledgement page(s) may be detached from one or more counterparts and reattached to a single duplicate original of this Agreement.

8.23 Cancellation of Agreement by the City. Under ARS § 38-511, the City may cancel this Agreement. The City is unaware of any reason under ARS § 38-511 to cancel this Agreement as of the date hereof.

8.24 Termination. This Agreement shall terminate without further action when the Property is no longer developed and maintained as a Perimeter Exception Development. Upon termination, the City shall have the right to record a document to provide notice of termination in the Official Records of Maricopa County, Arizona.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY:

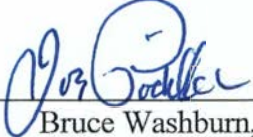
CITY OF SCOTTSDALE, an Arizona
municipal corporation

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

By: _____
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

By:  _____
Bruce Washburn, City Attorney
By: Joe Padilla, Deputy City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2016, by W. J. "Jim" Lane, Mayor of the City of Scottsdale, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

OWNER:

SUNRISE HAYDEN OWNER, LLC,
a Delaware limited liability company

By: _____

James M. Hinton

Its: President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016,
by James M. Hinton, the President of Sunrise Hayden Owner, LLC, a Delaware limited liability
company.

Notary Public

My Commission Expires: _____

IMPACT CHURCH, INC., an Arizona
corporation

By: _____
Andrew Wadsworth
Its: Executive Pastor

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2016,
by Andrew Wadsworth, the Executive Pastor of Impact Church, Inc., an Arizona corporation.

Notary Public

My Commission Expires: _____

**SECURED LENDER'S CONSENT AND SUBORDINATION TO
DEVELOPMENT AGREEMENT FOR PERIMETER EXCEPTION**

PACIFIC WESTERN BANK, a California state chartered bank ("**Lender**"), is the beneficiary under that certain Deed of Trust (together with any renewals, amendments or other modifications thereto, the "**Deed of Trust**") dated as of January 23, 2016 and executed by SUNRISE HAYDEN OWNER LLC, a Delaware limited liability company ("**Sunrise**") as Trustor thereunder, in favor of Lender, as Beneficiary thereunder, and STEWART TITLE & TRUST OF PHOENIX, INC., a Delaware corporation, as Trustee thereunder, with respect to that certain real property described on Exhibit "A-1" hereto (the "**Sunrise Parcel**"), which Deed of Trust was recorded on January 28, 2016 in the Official Records of the Recorder's Office for the County of Maricopa and State of Arizona, as Document No. 2016-058967.

WHEREAS, Sunrise has requested that the Lender consent to the execution and recordation in the Official Records of Maricopa County, Arizona, the foregoing Development Agreement for Perimeter Exception and the agreement of Lender to subordinate the lien of the Deed of Trust to the foregoing Development Agreement for Perimeter Exception.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Lender hereby consents to the execution and recordation in the Official Records of Maricopa County, Arizona, the foregoing Development Agreement for Perimeter Exception and hereby unconditionally subordinates the lien of its Deed of Trust to the foregoing Development Agreement for Perimeter Exception and agrees that the foregoing Development Agreement for Perimeter Exception shall therefore survive any trustee's sale or foreclosure sale resulting from a default under the Deed of Trust or any obligation secured thereby; provided, however, that Lender's subordination herein shall not be deemed to subordinate any valid claim on the part of Lender under its Deed of Trust to any leases, rents or profits, or to the proceeds of any sale, condemnation proceedings or insurance to which it is entitled on account of its Deed of Trust.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Subordination of Deed of Trust to the Development Agreement for Perimeter Exception this _____ day of _____, 2016.

LENDER:

PACIFIC WESTERN BANK,
a California state chartered bank

By:
Name:
Title:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, _____ of Pacific Western Bank, a California state chartered bank, on behalf of said state chartered bank.

Notary Public

My Commission Expires:_____

**SECURED LENDER'S CONSENT AND SUBORDINATION TO
DEVELOPMENT AGREEMENT FOR PERIMETER EXCEPTION**

KENWOOD MORTGAGE INVESTMENTS, INC., an Arizona corporation ("**Lender**"), is the beneficiary under that certain Deed of Trust (together with any renewals, amendments or other modifications thereto, the "**Deed of Trust**") dated as of May 1, 2015 and executed by IMPACT CHURCH, INC., an Arizona non-profit corporation ("**Impact**") as Trustor thereunder, in favor of Lender, as Beneficiary thereunder, and WESTERN ADVENTIST FOUNDATION, a California non-profit corporation, as Trustee thereunder, with respect to that certain real property described on Exhibit "A-2" hereto (the "**Impact Parcel**"), which Deed of Trust was recorded on May 6, 2015 in the Official Records of the Recorder's Office for the County of Maricopa and State of Arizona, as Document No. 2015-317660.

WHEREAS, Impact has requested that the Lender consent to the execution and recordation in the Official Records of Maricopa County, Arizona, the foregoing Development Agreement for Perimeter Exception and the agreement of Lender to subordinate the lien of the Deed of Trust to the foregoing Development Agreement for Perimeter Exception.

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Lender hereby consents to the execution and recordation in the Official Records of Maricopa County, Arizona, the foregoing Development Agreement for Perimeter Exception and hereby unconditionally subordinates the lien of its Deed of Trust to the foregoing Development Agreement for Perimeter Exception and agrees that the foregoing Development Agreement for Perimeter Exception shall therefore survive any trustee's sale or foreclosure sale resulting from a default under the Deed of Trust or any obligation secured thereby; provided, however, that Lender's subordination herein shall not be deemed to subordinate any valid claim on the part of Lender under its Deed of Trust to any leases, rents or profits, or to the proceeds of any sale, condemnation proceedings or insurance to which it is entitled on account of its Deed of Trust.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Subordination of Deed of Trust to the Development Agreement for Perimeter Exception this _____ day of _____, 2016.

LENDER:

KENWOOD MORTGAGE INVESTMENTS, INC.,
an Arizona corporation

By:
Name:
Title:

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on _____, 2016, by _____, _____ of Kenwood Mortgage Investments, Inc., an Arizona corporation, on behalf of said corporation.

Notary Public

My Commission Expires: _____

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised January 6, 2016
Revised May 7, 2014
Revised December 20, 2013
December 10, 2013
WP #113725
Page 1 of 3
See Exhibit "A"

PARCEL DESCRIPTION
Sunrise Commons
Sunrise Commons Parcel

A parcel of land lying within Section 12, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 12, a 1-inch iron pipe, from which the northeast corner of said Section 12, an aluminum cap flush, bears South 89°32'18" East (basis of bearing), a distance of 2638.77 feet;

THENCE along the north-south mid-section line, also being the west line of General Land Office (G.L.O.) Lot 8, South 00°37'02" West, a distance of 130.60 feet, to a point on the south line of Hayden Road as described in Document Nos. 1984-0528188, 1985-0084555, and 1984-0551213, Maricopa County Records (M.C.R.);

THENCE along said south line, North 57°52'01" East, a distance of 242.44 feet, to the north line of the northeast quarter of said Section 12;

THENCE continuing North 57°52'01" East, a distance of 228.05 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 3145.00 feet, concave southeasterly, through a central angle of 05°22'58", a distance of 295.46 feet, to the curve's end;

THENCE North 63°14'58" East, a distance of 9.31 feet to the northerly prolongation of the east line of G.L.O. Lot 7;

THENCE along said east line, South 00°35'51" West, a distance of 274.35 feet to the northeast corner of said G.L.O. Lot 7;

THENCE continuing South 00°35'51" West, a distance of 144.58 feet, to the **POINT OF BEGINNING**;

THENCE continuing South 00°35'51" West, a distance of 516.53 feet to the south line of said G.L.O. Lot 7;

THENCE along said south line, North 89°32'45" West, a distance of 329.96 feet to the south line of said G.L.O. Lot 8;

THENCE along said south line, North 89°32'45" West, a distance of 255.52 feet;

THENCE leaving said south line, North 00°27'22" East, a distance of 72.87 feet;

THENCE North 47°07'58" East, a distance of 188.68 feet;

THENCE North 46°21'01" East, a distance of 80.88 feet;

THENCE North 45°39'46" East, a distance of 56.06 feet;

THENCE North 45°40'26" East, a distance of 29.92 feet to the line common to said G.L.O. Lots 7 and 8;

THENCE continuing North 45°40'26" East, a distance of 19.97 feet;

THENCE North 45°43'30" East, a distance of 83.11 feet;

THENCE North 45°35'23" East, a distance of 25.52 feet;

THENCE North 46°41'48" East, a distance of 30.14 feet;

THENCE North 50°52'20" East, a distance of 134.89 feet;

Parcel Description
Sunrise Commons
Sunrise Commons Parcel

Revised January 6, 2016
Revised May 7, 2014
Revised December 20, 2013
December 10, 2013
WP #113725
Page 2 of 3
See Exhibit "A"

THENCE South 89°32'41" East, a distance of 113.36 feet, to the **POINT OF BEGINNING**.

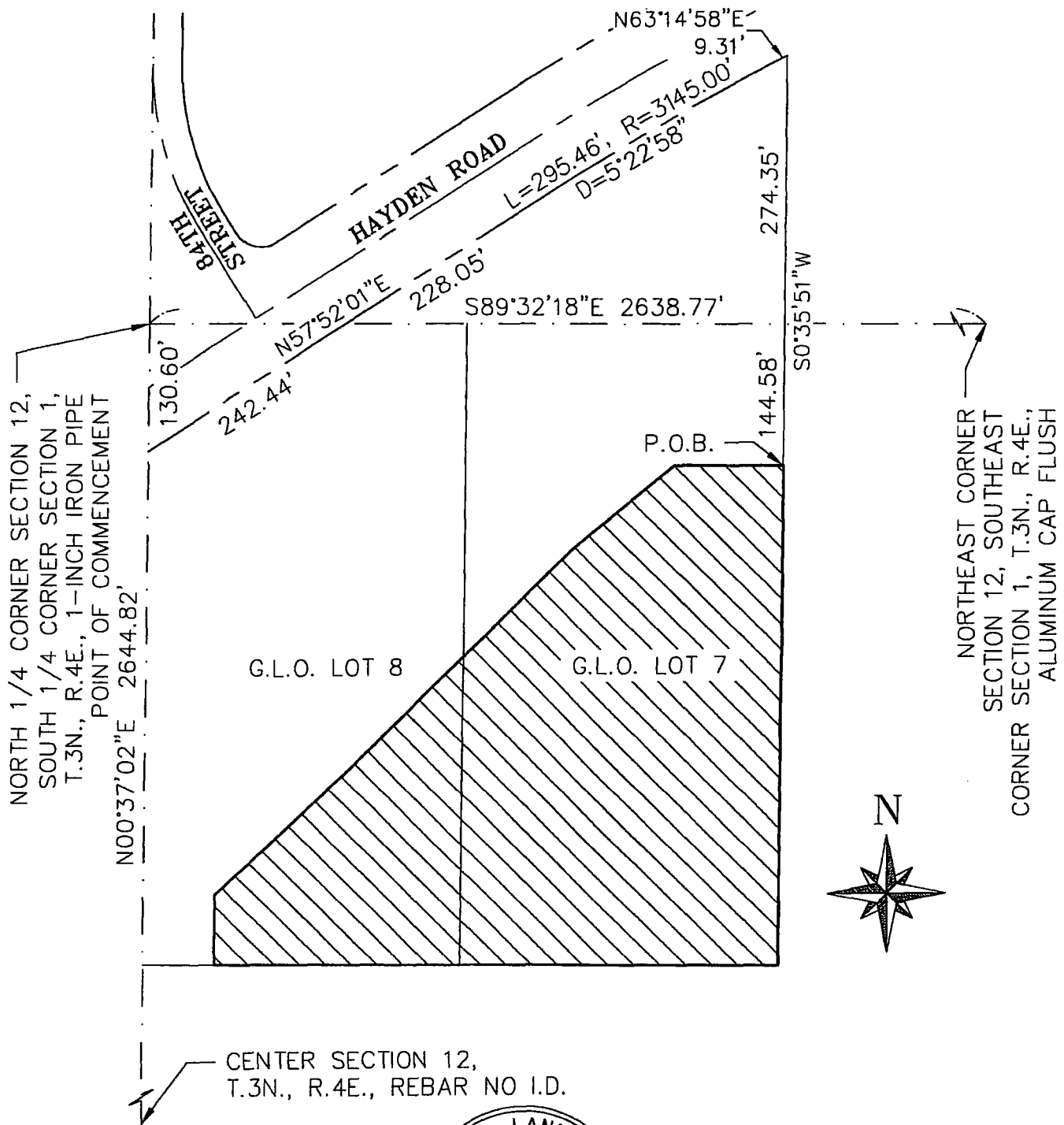
Containing 4.5863 acres, or 199,777 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on a client provided Title Commitment No. 13120808, Amendment No. 5 issued by Stewart Title Guaranty Company and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of November, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2011 Parcel Descriptions\113725 Sunrise Commons Sunrise Commons Parcel L02R03 01-06-16.docx





WOOD/PATEL
MISSION: CLIENT SERVICE
(602) 335-8500
WWW.WOODPATEL.COM



EXHIBIT "A"

SUNRISE COMMONS
REVISED 1/6/2016

WP#113725

PAGE 3 OF 3

NOT TO SCALE

T: \2011\113725\Legal\3725L02R03.dwg

SUNRISE COMMONS PARCEL

Contract No. 2016-027-COS

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised December 20, 2013
December 10, 2013
WP #113725
Page 1 of 3
See Exhibit "A"

PARCEL DESCRIPTION
Sunrise Commons
Impact Church Parcel

A parcel of land lying within Sections 12, and 1, Township 3 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the north quarter corner of said Section 12, also being the south quarter corner of said Section 1, a 1-inch iron pipe, from which the northeast corner of said Section 12, also being the southeast corner of said Section 1, an aluminum cap flush, bears South 89°32'18" East (basis of bearing), a distance of 2638.77 feet;

THENCE along the north-south mid-section line, also being the west line of General Land Office (G.L.O.) Lot 8, South 00°37'02" West, a distance of 130.60 feet, to a point on the south line of Hayden Road as described in Documents 1984-0528188, 1985-0084555, and 1984-0551213, Maricopa County Records (M.C.R.), also being the **POINT OF BEGINNING**;

THENCE along said south line, North 57°52'01" East, a distance of 242.44 feet, to the north line of the northeast quarter of said Section 12;

THENCE continuing North 57°52'01" East, a distance of 228.05 feet, to the beginning of a curve;

THENCE northeasterly along said curve, having a radius of 3145.00 feet, concave southeasterly, through a central angle of 05°22'58", a distance of 295.46 feet, to the curve's end;

THENCE North 63°14'58" East, a distance of 9.31 feet to the northerly prolongation of the east line of G.L.O. Lot 7;

THENCE leaving said south line, along said prolonged east line, South 00°35'51" West, a distance of 274.35 feet to the northeast corner of said G.L.O. Lot 7;

THENCE along the east line of said G.L.O. Lot 7, South 00°35'51" West, a distance of 144.58 feet;

THENCE North 89°32'41" West, a distance of 113.36 feet;

THENCE South 50°52'20" West, a distance of 134.89 feet;

THENCE South 46°41'48" West, a distance of 30.14 feet;

THENCE South 45°35'23" West, a distance of 25.52 feet;

THENCE South 45°43'30" West, a distance of 83.11 feet;

THENCE South 45°40'26" West, a distance of 19.97 feet to the line common to said G.L.O. Lots 7 and 8;

THENCE continuing South 45°40'26" West, a distance of 29.92 feet;

THENCE South 45°39'46" West, a distance of 56.06 feet;

THENCE South 46°21'01" West, a distance of 80.88 feet;

THENCE South 47°07'58" West, a distance of 188.68 feet;

THENCE South 00°27'22" West, a distance of 72.87 feet to the south line of G.L.O. Lot 8;

THENCE along said south line, North 89°32'45" West, a distance of 74.44 feet to the north-south mid-section line and west line of said G.L.O. Lot 8;

Parcel Description
Sunrise Commons
Impact Church Parcel

Revised December 20, 2013
December 10, 2013
WP #113725
Page 2 of 3
See Exhibit "A"

THENCE along said mid-section line, North 00°37'02" East, a distance of 530.60 feet, to the **POINT OF BEGINNING**.

Containing 6.6138 acres, or 288,096 square feet of land, more or less.

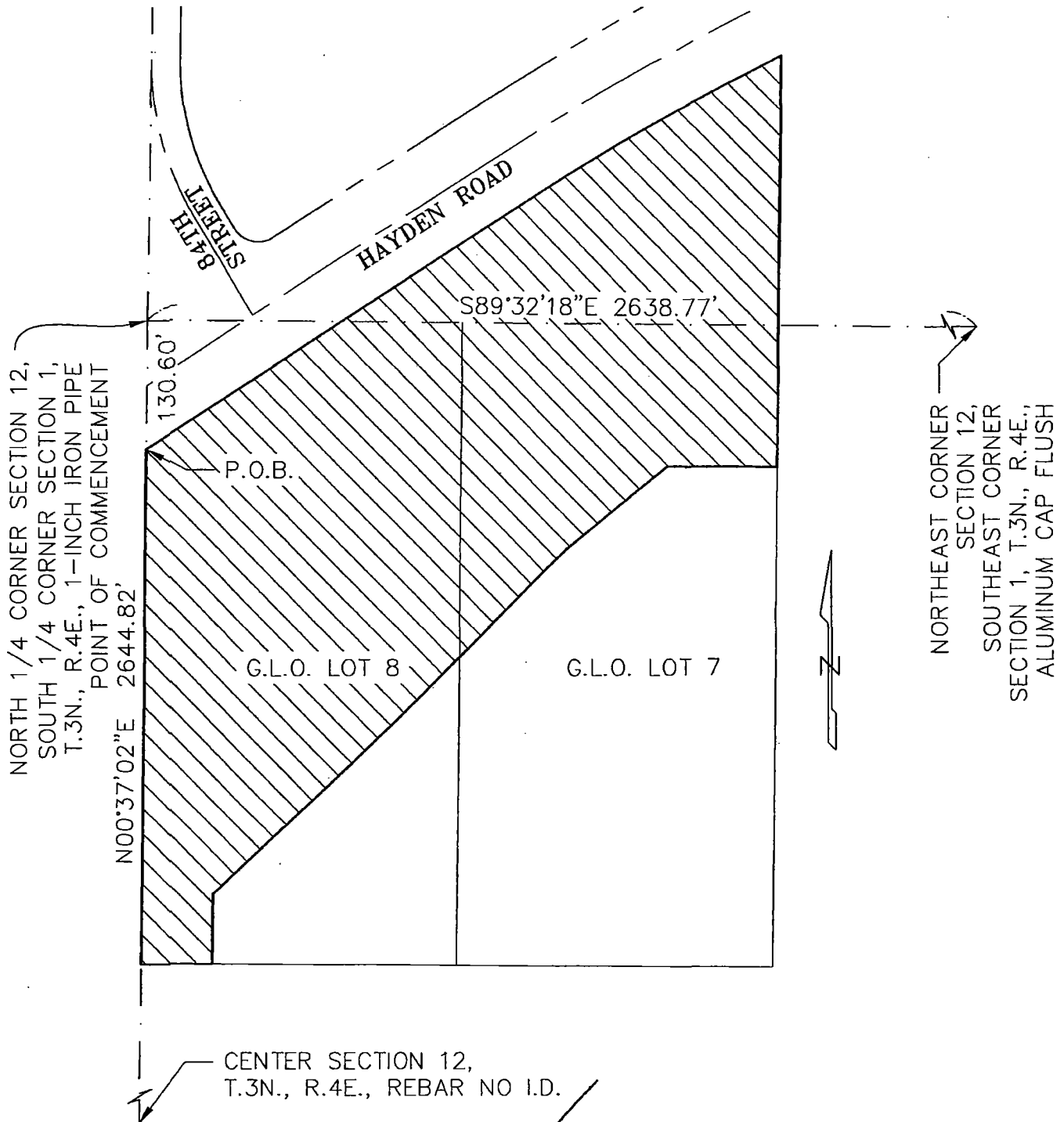
Subject to existing rights-of-way and easements.

This parcel description is based on a client provided Title Commitment No. 26130134-026-AD1 issued by Chicago Title Commitment Company and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of November, 2013. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

T:\2011\113725\Project Support\Scans\Descriptions\113725 Sunrise Commons Impact Church Parcel L01R01 12-20-13.doc



EXPIRES 03-31-14



WOOD/PATEL
 2051 W. NORTHERN AVE.
 PHOENIX AZ 85201
 Phone: (480) 335-8500
 Fax: (602) 335-8580
 PHOENIX • MESA • TUCSON



EXPIRES 03-31-14

EXHIBIT "A"

Impact Church Parcel
 12/20/13
 113725

PAGE 3 OF 3
 NOT TO SCALE

T: \2011\113725\Legal\3725L01R01

Exhibit "A-2" Page 3 of 3
 Contract No. 2016-027-COS

Site Plan

'Impact Church'

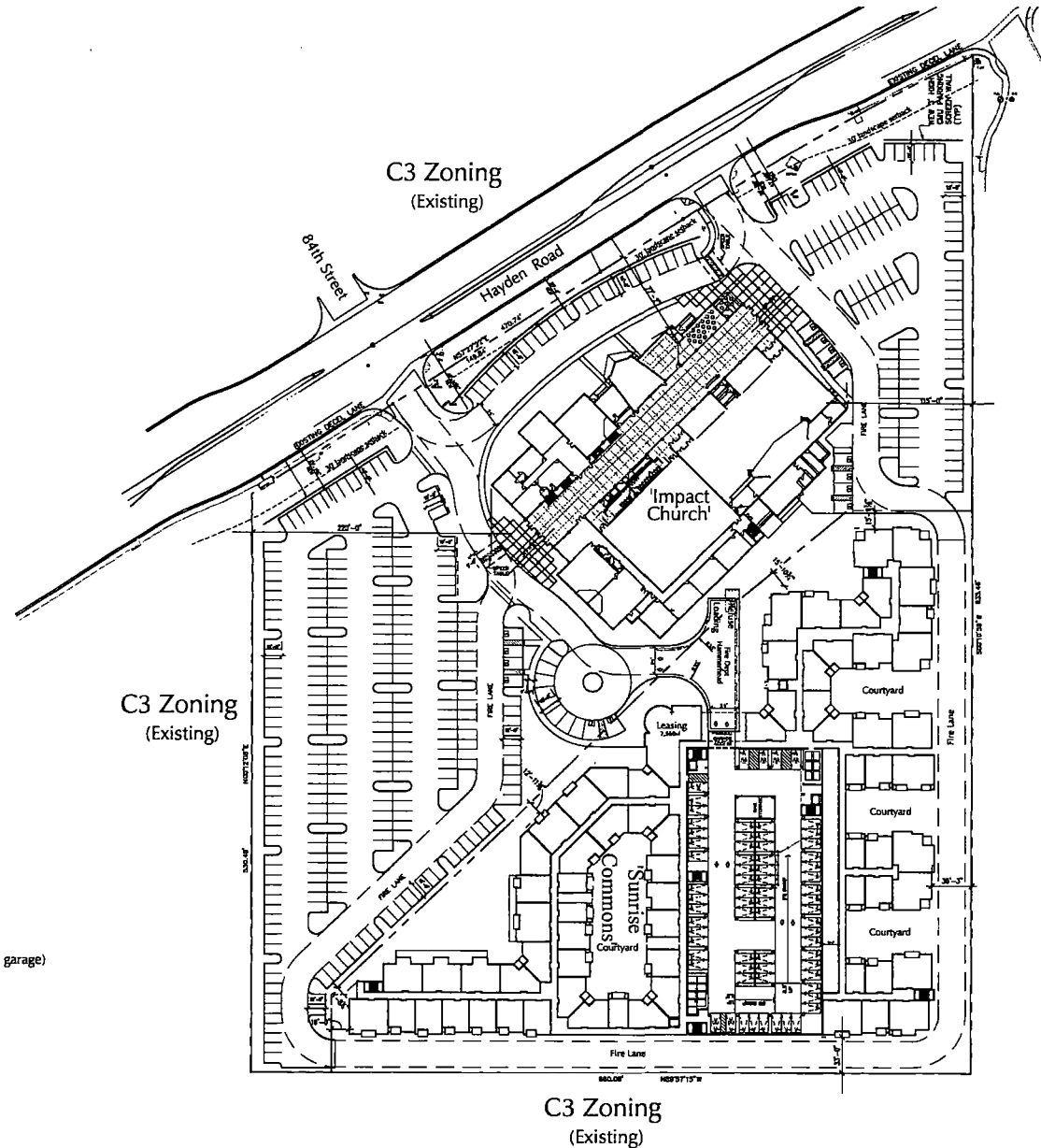
Site Area:	6.60 acres net (288,302sf)
Gross Building Area:	69,500sf
Floor Area Ratio:	0.24
Building Height Provided:	36'-0" maximum
Minimum Front Setback:	77'-0" (from curb line)
Minimum Side / Rear Setback:	118'-0" (from property line)
Required Parking:	400 spaces (1,200 seats)
Provided Parking:	418 spaces (16 ADA spaces; 402 standard)
Bicycle Parking Required:	40 spaces (1/10 req. parking spaces)
Bicycle Parking Provided:	40 spaces

'Sunrise Commons' Residential

Site Area:	4.59 acres net/gross (200,000sf)
Studio:	31 units
One-Bedroom:	175 units
Two-Bedroom:	105 units
Total:	311 units
Gross Building Area:	330,804sf (excluding parking structure)
Dwelling Unit Area:	228,332sf
Floor Area Ratio:	1.65
Building Height Allowed:	84'-0" maximum
Building Height Provided:	65'-0" maximum
Density:	67.8 units / acre net
Minimum Front Setback:	(not applicable)
Minimum Side / Rear Setback:	33'-0" (from property line)
Parking Required:	445 spaces (1.25 / studio; 1.3 / one-bed; 1.7 / two-bed)
Parking Provided:	480 spaces (9 ADA spaces; 471 standard spaces)
Bicycle Parking Required:	45 spaces (1/10 req. parking spaces)
Bicycle Parking Provided:	48 spaces

Project Totals:

Total Site Area:	11.21 acres net (488,302sf)
Total Gross Building Area:	400,304sf (excluding parking structure)
Floor Area Ratio Allowed:	0.80 (390,642sf)
Floor Area Ratio Provided:	0.82 (400,304sf) (achieved thru bonus)
Total Ground Floor Building Area:	172,280sf (includes church, residential and parking garage)
Ground Floor Residential Area:	84,420sf (49% of total ground floor area)
Building Height Allowed:	84'-0" maximum
Building Height Provided:	65'-0" maximum
Total Required Parking:	845 spaces
Total Provided Parking:	856 spaces (25 ADA spaces; 831 standard)
Total Bicycle Parking Required:	85 spaces (1/10 req. parking spaces)
Total Bicycle Parking Provided:	88 spaces



Impact Church - Sunrise Commons
Scottsdale, Arizona

Project Narrative

Perimeter Exception

for

Impact Church / Sunrise Commons

Location: 15333 N. Hayden Road

Prepared by:

Berry Riddell, LLC

John V. Berry, Esq.

Michele Hammond, Principal Planner

6750 E. Camelback Road, Suite 100
Scottsdale, AZ 85251

1-PE-2015
11/16/15

Purpose of Request

The request is for Perimeter Exception approval for the property located at 15333 N. Hayden Road (the "Property"). The gross site area is 12.17+/- gross acres and was rezoned in case 19-ZN-2013 to PCP-AMU (church site) and PCP-AMU-R (residential site) in April 2014. The Property subsequently received DRB approval (case 31-DR-2014) for the Sunrise Commons residential component in January 2015. The zoning case stipulated the following:

9. Perimeter Exception. Concurrent or prior to any land division on the site, a perimeter exception development agreement shall be executed with the City recognizing the shared Development Plan of the site.

At the direction of the City, the applicant is filing this Perimeter Exception request to fulfill the zoning stipulation noted above. The applicant intends to create a unique mixed use development by relocating Impact Church from their current Airpark location adjacent to the runway to the northern portion (7.58+/- acres, zoned PCP-AMU) of the subject Property fronting Hayden in combination with the Sunrise Commons residential community of approximately 281+/- residential units on the southern portion (4.59+/- acres, zoned PCP-AMU-R) of the Property. The development will share access, infrastructure and development standards.

The 12.17+/- gross acre Property currently occupies a long vacant car dealership with a large amount of surface parking. Redevelopment of this underutilized, vacant Property will add to and support the local and regional economic base generating additional revenue for the City. The Property is surrounded by a variety of retail, employment and service related businesses in the Scottsdale Airpark.

The Property is bordered by Hayden Road on the north with a U-Haul self-storage and moving truck rental facility (C-4) immediately across the street, Home Depot (C-3) on the east, Costco and Costco fueling station (C-3) on the west and Costco and Northsight Village retail center (C-3) on the south. The site's only access is via Hayden, a major arterial.



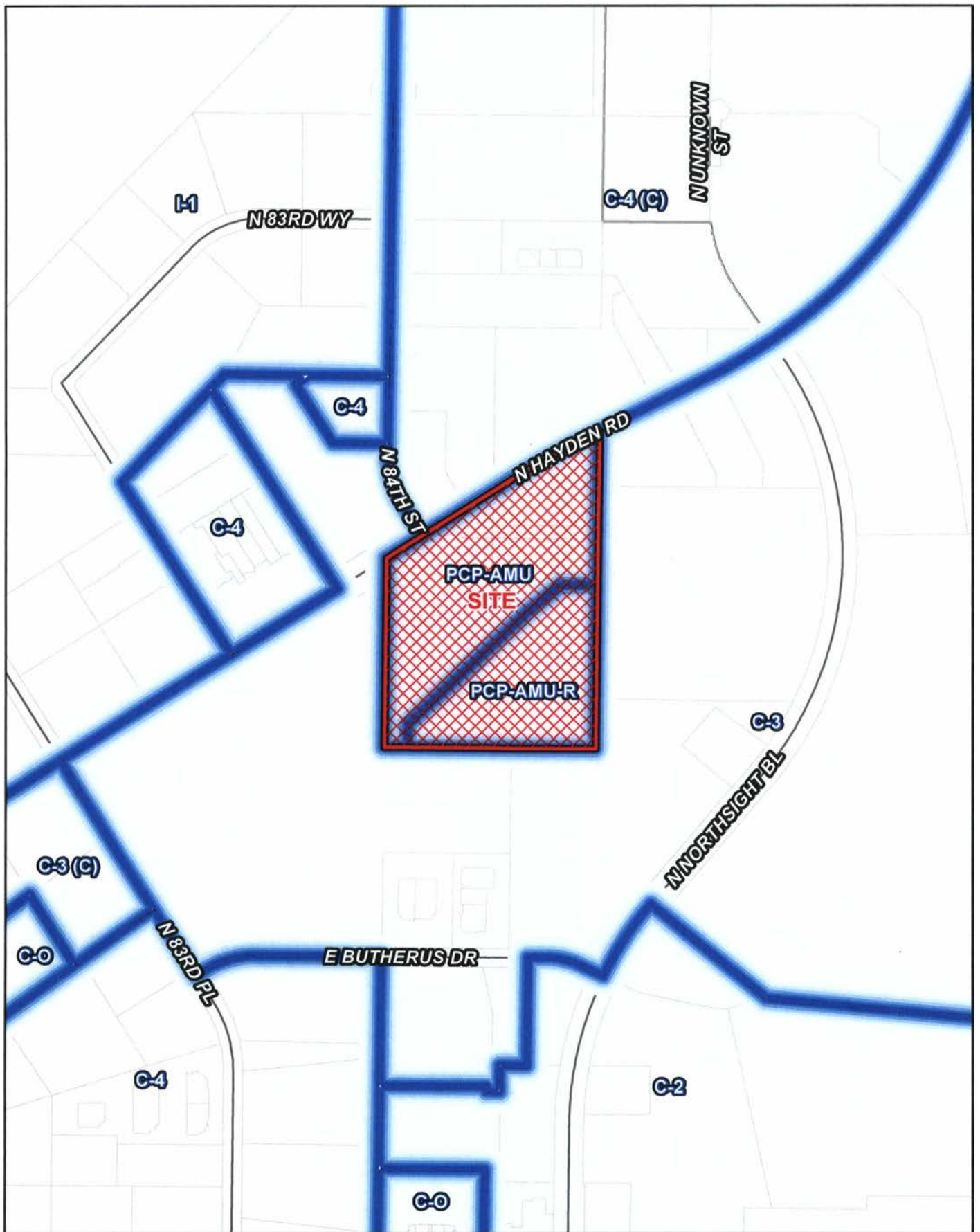
Impact Church/Sunrise Luxury Living

1-PE-2015



Impact Church/Sunrise Luxury Living

1-PE-2015



1-PE-2015

ATTACHMENT #5

DEDICATION

THAT IMPACT CHURCH, INC., AN ARIZONA NON-PROFIT CORPORATION AND SUNRISE HAYDEN OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME "SUNRISE COMMONS" A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISHES THIS PERIMETER EXCEPTION PLAT FOR "SUNRISE COMMONS" SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. THE EASEMENTS ARE DEDICATED FOR THE PURPOSES STATED HEREON.

IMPACT CHURCH, INC., AN ARIZONA NON-PROFIT CORPORATION, DOES HEREBY DEDICATE TO THE BENEFIT OF THOSE CERTAIN PARCELS OF LAND RECORDED IN DOCUMENT NO. 1988-040261, M.C.R. AND DOCUMENT NO. 2008-088385, M.C.R., AS SHOWN HEREON:

1. A PERPETUAL, NON-EXCLUSIVE PRIVATE CROSS ACCESS EASEMENT (C.A.E.) UPON, OVER AND ACROSS LOT 1 AS SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS TO PROVIDE PROXIMATE AND VEHICULAR ACCESS FOR OWNERS AND THEIR SUCCESSORS, ASSIGNS, CUSTOMERS, TENANTS, SUPPLIERS AND INVITEES. THIS EASEMENT SHALL RUN WITH THE LAND.

IMPACT CHURCH, INC., AN ARIZONA NON-PROFIT CORPORATION AND SUNRISE HAYDEN OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, DO HEREBY DEDICATE TO THE CITY OF SCOTTSDALE, AN ARIZONA MUNICIPAL CORPORATION:

1. A PERPETUAL, NON-EXCLUSIVE DRAINAGE EASEMENT (D.E.) FOR THE PURPOSES OF CONSTRUCTION, OPERATION, REPLACEMENT, AND REPAIR OF LEVEES, DICES, CHANNELS, AND OTHER WORKS OF DRAINAGE OR FLOOD CONTROL, IN AND OVER A PORTION OF THE AREAS DESIGNATED AS SUCH HEREON. AN EASEMENT UPON, OVER AND ACROSS REAL PROPERTY DESCRIBED HEREON, MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL OWNER OF THE LOT OR TRACT WHERE THE EASEMENT IS LOCATED HEREON, UNLESS OTHERWISE AGREED TO BY LOT OWNERS HEREON. (SEE NOTE 1)

2. A PERPETUAL, NON-EXCLUSIVE EMERGENCY AND SERVICE-TYPE ACCESS EASEMENT (E.S.V.A.E.) UPON, OVER, AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR PROVIDING ACCESS FOR EMERGENCY AND SERVICE-TYPE VEHICLES, INCLUDING REFUSE COLLECTION VEHICLES.

3. A PERPETUAL, NON-EXCLUSIVE WATER LINE EASEMENT (W.L.E. OR W.E.) UPON, OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR UNDERGROUND WATER PIPES, ABOVE GROUND APPURTENANCES AND FOR CONSTRUCTION, OPERATION, USE, MAINTENANCE, REPAIR, MODIFICATION AND REPLACEMENT FROM TIME TO TIME OF PIPES AND MANHOLES, VALVES, ACCESS VAULTS, AND FACILITIES RELATED THERETO.

4. A PERPETUAL VEHICLE NON ACCESS EASEMENT (V.N.A.E.) UPON, OVER, AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR AIR ACCESS.

5. A PERPETUAL, NON-EXCLUSIVE AVIATION EASEMENT UPON, OVER, UNDER AND ACROSS THE PARCEL OF LAND SHOWN HEREON. THE PURPOSE OF THE EASEMENT IS FOR A RIGHT OF FLIGHT FOR THE PASSAGE OF AIRCRAFT IN THE AIRSPACE ABOVE THE SURFACE OF THE PROPERTY.

A. "AIRCRAFT" MEANS ANY MANNEED OR UNMANNED CONTRIVANCE OR DEVICE NOW KNOWN OR HEREAFTER INVENTED, USED OR DESIGNED TO NAVIGATE OR FLY IN THE AIR.

B. WITHOUT LIMITATION, THE RIGHT OF FLIGHT SHALL INCLUDE THE RIGHT TO OPERATE AIRCRAFT OVER AND NEAR THE PROPERTY AND TO CAUSE WITHIN OR WITHOUT SAID AIRSPACE ANY NOISE, VIBRATION, FUMES, LIGHT, EXHAUST, ODORS, FUEL, VAPOR PARTICLES, ELECTRONIC INTERFERENCE, DUST, ANNOYANCES, MISUSE, EMISSIONS, OR OTHER EFFECTS OF ANY DESCRIPTION RELATING TO THE OPERATION, USE OR FUNCTION OF ANY AIRCRAFT IN OR NEAR THE SAID AIRSPACE (COLLECTIVELY THE "AIRCRAFT EFFECTS").

C. ALL AIRCRAFT EFFECTS ARE INCLUDED WITHIN THE SCOPE OF THE EASEMENT, INCLUDING WITHOUT LIMITATION THOSE THAT REACH OR AFFECT THE SURFACE OF THE PROPERTY OR IMPROVEMENTS TO THE PROPERTY, THOSE THAT INTERFERE WITH OTHER USES OF THE PROPERTY, THOSE THAT ANNOY USERS OF THE PROPERTY, AND THOSE THAT ARE CAUSED OR MADE WORSE BY ANY OF THE FOLLOWING:

C.1. ANY AND ALL TEMPORARY AND PERMANENT INCREASES AND OTHER CHANGES AND VARIATIONS IN THE SIZE, NUMBER, METHOD OF PRODUCTION, WEIGHT, MOISTNESS, DESIGN, FUEL, CATEGORY, TYPE OR OTHER CHARACTERISTICS OF AIRCRAFT AND ANY PERMANENT, TEMPORARY, SEASONAL, TIME-OF-DAY OR OTHER PRACTICES, LAWS, RULES, POLICIES, CIRCUMSTANCES, CUSTOMS, PROTOCOLS OR PROCEDURES RELATED THERETO.

C.2. ANY AND ALL TEMPORARY AND PERMANENT CHANGES AND VARIATIONS IN AIRPORT SIZE, ORIENTATION, CONFIGURATION, LAYOUT, LOCATION, RUNWAY LENGTH, BOUNDARIES, IMPROVEMENTS OR OTHER CHARACTERISTICS AND ANY PERMANENT, TEMPORARY, SEASONAL, TIME-OF-DAY OR OTHER PRACTICES, LAWS, RULES, POLICIES, CIRCUMSTANCES, CUSTOMS, PROTOCOLS OR PROCEDURES RELATED THERETO.

C.3. ANY AND ALL TEMPORARY AND PERMANENT CHANGES AND VARIATIONS IN FLIGHT PATHS, FLIGHT FREQUENCY, FLIGHT TIMING, AIRPORT OPERATIONS, CLIMBING AND DESCENDING, ALTITUDES, TAKEOFF AND LANDING, AIR TRAFFIC CONTROL, AND ANY PERMANENT, TEMPORARY, SEASONAL, TIME-OF-DAY OR OTHER PRACTICES, LAWS, RULES, POLICIES, CIRCUMSTANCES, CUSTOMS, PROTOCOLS OR PROCEDURES RELATED THERETO.

C.4. CHANGES IN GRANTORS OR OTHERS PERSONAL PERCEPTIONS OF AIRCRAFT EFFECTS OR SENSITIVITY TO AIRCRAFT EFFECTS.

D. GRANTOR SHALL NOT CAUSE OR ALLOW THE PROPERTY TO BE USED IN A WAY THAT CAUSES A DISCHARGE OF FUMES, SMOKE, DUST, ELECTRONIC EMISSIONS, LIGHT EMISSIONS, OR OTHER LAND USE OF ANY DESCRIPTION THAT OBSTRUCTS VISIBILITY OR ADVERSELY AFFECTS OR INTERFERES WITH THE OPERATION OF AIRCRAFT OR ANY NAVIGATIONAL FACILITIES USED FOR AIRCRAFT OPERATION. NO BUILDING, WAST OR OTHER THING UPON THE PROPERTY SHALL EXCEED IN FEET IN HEIGHT.

E. GRANTOR HAS BEEN ADVISED AND IS OF THE OPINION THAT:

E.1. ALL OR A PORTION OF THE PROPERTY IS LOCATED IN A NOISE-INFLUENCE AREA.

E.2. AIRCRAFT EFFECTS MIGHT BE ANNOYING TO USERS OF THE PROPERTY AND MIGHT INTERFERE WITH THE UNRESTRICTED USE AND ENJOYMENT OF THE PROPERTY.

E.3. AIRCRAFT EFFECTS WILL LIKELY INCREASE OVER TIME.

F. GRANTOR WAIVES, REMISES AND RELEASES ANY RIGHT, CAUSE OF ACTION, OR OTHER CLAIM THAT GRANTOR HAS NOW OR MAY HAVE IN THE FUTURE AGAINST, AND COVENANTS NOT TO SUE, GRANTEES REGARDING AIRCRAFT EFFECTS. GRANTOR WAIVES ALL OF SUCH COVENANTS, WAIVES, REMISES AND RELEASES ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS IN FAVOR OF GRANTEES AND ITS PAST, PRESENT, OR FUTURE OFFICERS, OFFICIALS, DIRECTORS, EMPLOYEES, AGENTS, LESSEES, SUBLESSEES, PERMITEES, INVITEES, SUCCESSORS AND ASSIGNS.

THE OWNERS WARRANT THAT THIS PLAT IS IN COMPLIANCE WITH CITY OF SCOTTSDALE'S LAND DIVISIONS ORDINANCE, AND THE DESIGN STANDARDS AND POLICES MANUAL SPECIFICATIONS. THIS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT APPROVED BY CITY COUNCIL ON:

OWNERS WARRANT TO THE CITY OF SCOTTSDALE THAT THEY ARE THE SOLE OWNERS OF THE PROPERTY ON THIS PLAT, AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON HAVING ANY INTEREST IN THE PROPERTY ADVISES TO OR INCONSISTENT WITH THE DEDICATIONS, COVENANTS OR OTHER THING CREATED OR TRANSMITTED BY THIS PLAT HAS CONSENTED TO OR JOINED IN THIS PLAT, AS EVIDENCED BY THE INSTRUMENTS WHICH ARE RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE OR WHICH THE OWNER WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF A CORPORATION, TRUST OR OTHER ORGANIZATION WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO SIGN GRANTOR HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS IN FAVOR OF THE GRANTOR'S SUCCESSORS AND ASSIGNS.

DATED THIS ____ DAY OF ____, 2016.

GRANTOR:

FOR: IMPACT CHURCH, INC., AN ARIZONA NON-PROFIT CORPORATION

DATED THIS ____ DAY OF ____, 2016.

GRANTOR:

FOR: SUNRISE HAYDEN OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY

PERIMETER EXCEPTION PLAT

SUNRISE COMMONS

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

OWNERS

LOT 1
IMPACT CHURCH, INC.
ATTN: PASTOR ANDREW WADSWORTH
15650 N. 63RD WAY
SCOTTSDALE, ARIZONA 85260
PH: (480) 446-1202

LOT 2
SUNRISE HAYDEN OWNER LLC
ATTN: BOB BUSSONE
5773 WOODWAY DRIVE, SUITE 415
HOUSTON, TEXAS 77057
ATTN: (832) 443-7052

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2016.

BY _____ FOR AND ON BEHALF OF IMPACT CHURCH, INC., AN ARIZONA NON-PROFIT CORPORATION, OWNER OF LOT 1.

NOTARY PUBLIC

MY COMMISSION EXPIRES: ____

STATE OF TEXAS }
COUNTY OF HARRIS }

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2016.

BY _____ FOR AND ON BEHALF OF SUNRISE HAYDEN OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER OF LOT 2.

NOTARY PUBLIC

MY COMMISSION EXPIRES: ____

RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDERS NUMBER 2015-317881, THE UNDERSIGNED HEREBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY _____
WESTERN ADVENTIST FOUNDATION,
A CALIFORNIA NON-PROFIT CORPORATION

ITS _____ DATE _____

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ }

THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2016.

BY _____ FOR AND ON BEHALF OF WESTERN ADVENTIST FOUNDATION, A CALIFORNIA NON-PROFIT CORPORATION.

NOTARY PUBLIC

MY COMMISSION EXPIRES: ____

RATIFICATION

AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST RECORDED IN THE COUNTY RECORDERS OFFICE, MARICOPA COUNTY, ARIZONA, IN RECORDERS NUMBER 2016-65687, THE UNDERSIGNED HEREBY RATIFIES, APPROVES AND CONFIRMATION IS GIVEN TO SAID DEDICATIONS AS STATED IN THIS PLAT AS TO THE INTEREST OF THE UNDERSIGNED. THE PERSON SIGNING FOR BENEFICIARY WARRANTS AND REPRESENTS THEY HAVE POWER AND AUTHORITY TO DO SO.

BY _____
PACIFIC WESTERN BANK, A CALIFORNIA
STATE-CHARTERED BANK AS BENEFICIARY

ITS _____ DATE _____

ACKNOWLEDGMENT

STATE OF MARYLAND }
COUNTY OF MONTGOMERY }

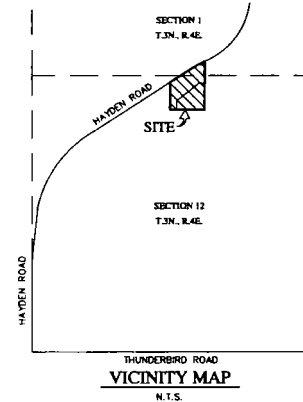
THIS DOCUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____, 2016.

BY _____ FOR AND ON BEHALF OF PACIFIC WESTERN BANK, A CALIFORNIA STATE-CHARTERED BANK

NOTARY PUBLIC

MY COMMISSION EXPIRES: ____

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	288,096	6.6136
LOT 2	199,777	4.5862



AZ LOOP 101 FREEWAY

ZONING

EXISTING ZONING LOT 1 (PG-AMU)
LOT 2 (PG-AMU-L)
TOTAL NUMBER OF ACRES 11.2000

APPROVAL

APPROVED BY THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA THIS DAY ____ OF ____, 2016.

BY: _____ MAYOR
ATTEST BY: _____ CITY CLERK

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE CITY OF SCOTTSDALE'S DESIGN STANDARDS AND POLICY MANUAL SPECIFICATIONS.

BY: _____ CHIEF DEVELOPMENT OFFICER DATE _____

THIS PLAT HAS BEEN REVIEWED FOR COMPLIANCE WITH THE DEVELOPMENT STANDARDS OF THE CITY OF SCOTTSDALE'S DEVELOPMENT REVIEW BOARD (DRB) CASE NO. 31-01-2014, AND ZONING CASES) NO. 1-PE-2013, AND ALL CASE RELATED STIPULATIONS. ANY MATERIAL CHANGE TO THE DEVELOPMENT AGREEMENT, THE DRB APPROVAL, AND THE DEVELOPMENT STANDARDS OF THE ABOVE REFERENCED ZONING DISTRICT AND ANY ASSOCIATED ZONING ACTION ETC., TO THE PROPERTY OF THIS PLAT WILL REQUIRE REVIEW BY CITY STAFF TO ASSURE DEVELOPMENT AGREEMENT, DRB AND ZONING COMPLIANCE, AND MAY RESULT IN ADDITIONAL CITY APPROVALS AS DETERMINED BY CITY STAFF.

BY: _____ PLAT COORDINATOR DATE _____

BASIS OF BEARING

THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 89°32'18" EAST.

AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE

THE OWNER SHALL PROVIDE NOISE DISCLOSURE NOTICE TO OCCUPANTS, POTENTIAL HOMEOWNERS, EMPLOYEES AND/OR STUDENTS IN A FORM ACCEPTABLE TO THE SCOTTSDALE AVIATION DIRECTOR.

NOTES

SEE SHEET 2

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF DECEMBER, 2015, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETAINED.

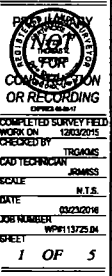
THOMAS R. GETTINGS
REGISTERED LAND SURVEYOR 9728

WOOD/PATEL
MISSION: CLIENT SERVICE™

(602) 335-8500
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

PERIMETER EXCEPTION PLAT

SUNRISE COMMONS
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



PARENT PARCEL LEGAL DESCRIPTION

COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 20130134-028-01
DATED OCTOBER 10, 2013.

PARCEL NO. 1:

THE NORTH HALF OF LOT 7, SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIOMABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

PARCEL NO. 2:

THE SOUTH HALF OF LOT 7, SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIOMABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

PARCEL NO. 3:

LOT 8, SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

EXCEPT BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8, BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER, THENCE SOUTH 89 DEGREES 36 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 102.13 FEET;
THENCE SOUTH 57 DEGREES 48 MINUTES 05 SECONDS WEST, A DISTANCE OF 121.42 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER;
THENCE NORTH 00 DEGREES 32 MINUTES 35 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 85.36 FEET TO THE POINT OF BEGINNING; AND ALSO

EXCEPT ALL COAL, OIL, GAS AND OTHER MINERAL DEPOSITS AND ALL URANIUM, THORIUM, OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIOMABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN PATENT FROM UNITED STATES OF AMERICA.

PARCEL NO. 4:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;
THENCE NORTH 89 DEGREES 57 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 30.00 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1;
THENCE NORTH 00 DEGREES 25 MINUTES 33 SECONDS EAST ALONG THE WEST LINE OF SAID EAST HALF, A DISTANCE OF 80.72 FEET TO THE SOUTHEASTLY LINE OF HAYDEN ROAD, AS RECORDED IN DOCUMENT NO. 84-451213, RECORDS OF MARICOPA COUNTY, ARIZONA;
THENCE NORTH 57 DEGREES 27 MINUTES 22 SECONDS EAST ALONG SAID SOUTHEASTLY LINE, A DISTANCE OF 78.11 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTLY AND HAVING A RADIUS OF 3145.00 FEET;
THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85 DEGREES 22 MINUTES 59 SECONDS, A DISTANCE OF 286.48 FEET ALONG SAID SOUTHEASTLY LINE TO A POINT OF TANGENCY;
THENCE NORTH 42 DEGREES 50 MINUTES 21 SECONDS EAST CONTINUING ALONG SAID SOUTHEASTLY LINE, A DISTANCE OF 8.18 FEET TO A POINT ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
THENCE SOUTH 00 DEGREES 10 MINUTES 56 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 274.21 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5:

THAT PORTION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 1;
THENCE SOUTH 89 DEGREES 57 MINUTES 01 SECONDS EAST ALONG THE SOUTH LINE OF SAID WEST HALF, A DISTANCE OF 20.20 FEET TO A POINT ON THE SOUTHEASTLY LINE OF HAYDEN ROAD AS RECORDED IN DOCUMENT NO. 85-984555, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 57 DEGREES 27 MINUTES 22 SECONDS EAST ALONG SAID SOUTHEASTLY LINE, A DISTANCE OF 149.85 FEET TO A POINT ON THE EAST LINE OF SAID WEST HALF;
THENCE SOUTH 00 DEGREES 25 MINUTES 33 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 80.72 FEET TO THE SOUTHWEST CORNER OF SAID WEST HALF;
THENCE NORTH 89 DEGREES 57 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID WEST HALF, A DISTANCE OF 125.72 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCELS NOS. 1 THROUGH 5, INCLUSIVE, CAN ALSO BE DESCRIBED AS FOLLOWS:

ALL OF G.L.O. LOT 7 AND THAT PORTION OF G.L.O. LOT 8 BOTH OF SECTION 12 AND THOSE PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 12, ALSO BEING THE NORTHWEST CORNER OF SAID LOT 8, MARKED BY A 1/2" PIN FOUND;
THENCE SOUTH 00 DEGREES 12 MINUTES 08 SECONDS WEST ALONG THE WEST LINE OF SAID G.L.O. LOT 8, A DISTANCE OF 130.78 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HAYDEN ROAD ACCORDING TO INSTRUMENT RECORDED IN DOCUMENT NO. 84-428188, RECORDS OF MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE TRUE POINT OF BEGINNING, SAID POINT MARKED BY A SET 1/2" REBAR W/CAP NO. 1887, THE FOLLOWING COURSE CALLED OUT AS THE SOUTHERLY RIGHT-OF-WAY LINE OF HAYDEN ROAD ARE ACCORDING TO SAID INSTRUMENT RECORDED IN DOCUMENT NO. 84-451213, RECORDS OF MARICOPA COUNTY, ARIZONA, RESPECTIVELY:
THENCE NORTH 57 DEGREES 27 MINUTES 22 SECONDS EAST, LEAVING SAID WEST LINE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 470.74 FEET, MARKED BY A FOUND 1/2" REBAR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTLY AND HAVING A RADIUS OF 3145.00 FEET;
THENCE NORTHEASTERLY CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85 DEGREES 22 MINUTES 59 SECONDS, A DISTANCE OF 286.48 FEET TO A POINT OF TANGENCY, SAID POINT MARKED BY A SET 1/2" REBAR W/CAP NO. 1887;
THENCE NORTH 42 DEGREES 50 MINUTES 21 SECONDS EAST CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 8.18 FEET TO A POINT LYING ON THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12, SAID POINT MARKED BY A SET 1/2" REBAR W/CAP NO. 1887;
THENCE SOUTH 00 DEGREES 10 MINUTES 56 SECONDS WEST LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG SAID NORTHERLY PROLONGATION OF SAID WEST LINE AND THE EAST LINE OF SAID G.L.O. LOT 7, A DISTANCE OF 85.46 FEET TO THE SOUTHWEST CORNER OF SAID G.L.O. LOT 7, SAID POINT BEING MARKED BY A SET 1/2" REBAR W/CAP NO. 1887;
THENCE NORTH 89 DEGREES 57 MINUTES 01 SECONDS WEST ALONG THE SOUTH LINE OF SAID G.L.O. LOT 7 AND A DISTANCE OF 80.72 FEET TO THE SOUTHWEST CORNER OF SAID G.L.O. LOT 8, SAID POINT MARKED BY A SET 1/2" REBAR W/CAP NO. 1887;
THENCE NORTH 00 DEGREES 12 MINUTES 08 SECONDS EAST ALONG THE WEST LINE OF SAID G.L.O. LOT 8, A DISTANCE OF 330.48 FEET TO THE TRUE POINT OF BEGINNING.

NOTES

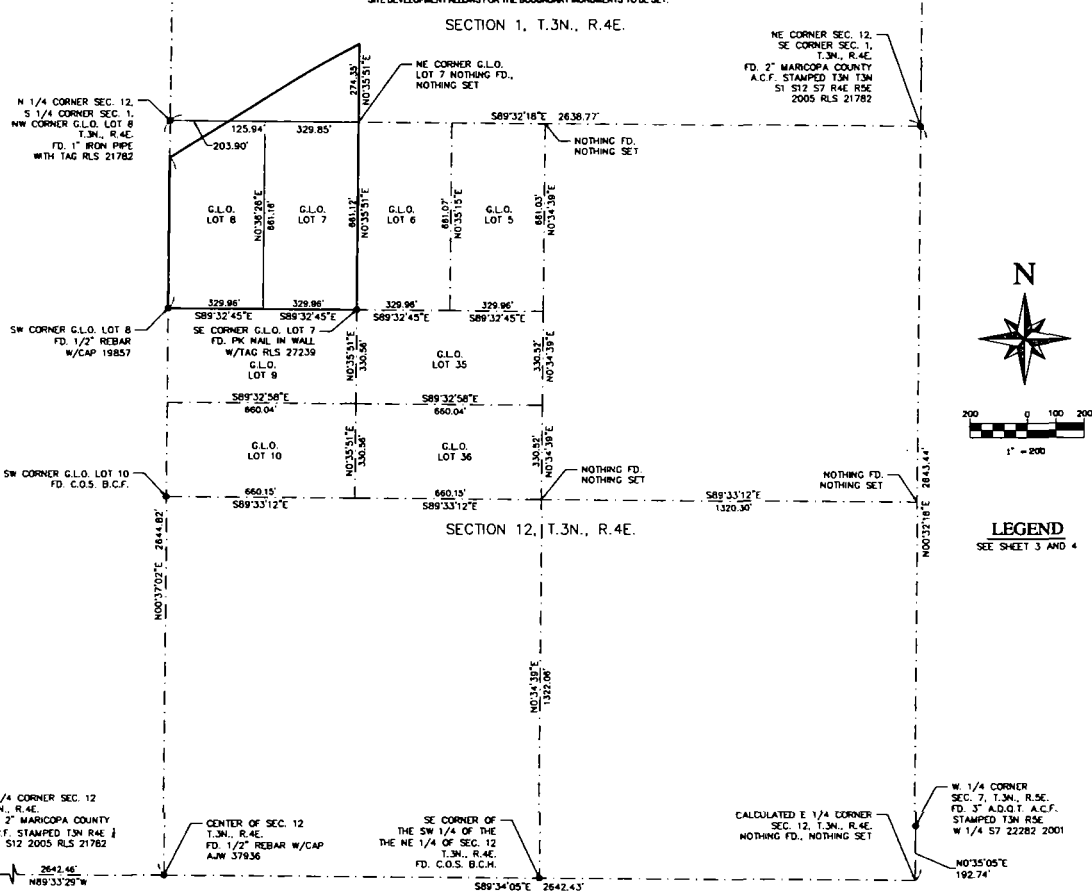
- THIS PLAT IS LOCATED WITHIN THE CITY OF SCOTTSDALE WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY.
- ELECTRIC LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION GENERAL ORDER 1-38.
- THE MAINTENANCE OF EASEMENT PREMISES SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF EACH INDIVIDUAL LOT OWNER, AS APPLICABLE, EXCEPT AS MAY BE OTHERWISE PROVIDED IN ANY OTHER RECORDED DOCUMENT ESTABLISHING A PROGRAM OF MAINTENANCE REQUIREMENTS.
- ALL LOTS SHALL CONFORM TO THE FIRE DEPARTMENT GUIDELINES FOR EMERGENCY VEHICLE ACCESS.
- ALL ANNOTATED VALUES ARE THE RESULTS OF ACTUAL FIELD MEASUREMENTS, UNLESS OTHERWISE NOTED.
- THIS PLAT LIES WITHIN CLOSE PROXIMITY TO THE SCOTTSDALE AIRPORT ("THE AIRPORT") WHICH IS LOCATED BETWEEN FRANK LLOYD WRIGHT BOULEVARD ON THE NORTH, PIMA ROAD ON THE EAST, THUNDERBOLT ROAD ON THE SOUTH AND SCOTTSDALE ROAD ON THE WEST. THE AIRPORT IS A GENERAL AVIATION RELIEVER/COMMERCIAL SERVICE AIRPORT FOR SCOTTSDALE/PHOENIX AREA.
- MAINTENANCE OF THE DRAINAGE EASEMENT OVER THE SOUTHWEST PORTION OF LOT 1 WILL BE THE RESPONSIBILITY OF THE OWNER OF LOT 2.

NOTES CONTINUED

- LOT 2 RESERVES THE RIGHT TO MAINTAIN THE ACCESS EASEMENT, RECORDED IN DOCUMENT NO. 2014-030078, M.C.R., LYING OVER THAT PORTION OF LOT 1.
- PORTIONS OF THE DRAINAGE EASEMENT RECORDED IN DOCUMENT NO. 1888-084186, M.C.R. HAVE BEEN RELEASED BY SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. _____, M.C.R.
- PORTIONS OF THE WATER LINE EASEMENT RECORDED IN DOCUMENT NO. 1888-084186, M.C.R. HAVE BEEN RELEASED BY SEPARATE INSTRUMENT RECORDED IN DOCUMENT NO. _____, M.C.R.
- THIS PLAT IS SUBJECT TO THE CITY OF SCOTTSDALE DEVELOPMENT AGREEMENT AS RECORDED IN DOCUMENT NO. _____, M.C.R.
- AFFIDAVITS OF CORRECTION OR AMENDMENT TYPE LETTERS CONCERNING THIS PLAT ARE NOT VALID. THERE WILL BE NO REVISIONS TO THIS PLAT WITHOUT THE PLAT COORDINATORS APPROVAL.
- AIRCRAFT NOISE AND OVERFLIGHT DISCLOSURE NOTICE WILL BE PROVIDED TO OCCUPANTS IN THE LEASE AGREEMENTS AT THE TIME LEASES ARE EXECUTED BY THE OCCUPANTS.
- SOUND ATTENUATION MEASURES THAT ARE LIMITED TO A THE SOUND TRANSMISSION CLASS OF NOT LESS THAN 34MAY BE FIELD TESTED) HAVE BEEN PROVIDED IN THE ARCHITECTURAL PLANS IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE.
- THIS PLAT BEING COMPLETED IS SUBJECT TO ALL BOUNDARY MONUMENTS BEING SET BETWEEN LOT 1 AND LOT 2 BY THE LAND SURVEYOR OF RECORD WHICH IS TO OCCUR ONCE SITE DEVELOPMENT ALLOWS FOR THE BOUNDARY MONUMENTS TO BE SET.

SURVEY REFERENCE DOCUMENTS

TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, ARIZONA
SUPPLEMENTAL PLAT OFFICIALLY FILED 6-15-1983
MAP OF DEDICATION NORTHWEST 1/4
RECORDED IN BOOK 325, PAGE 15, M.C.R.
MARICOPA COUNTY GEODETIC DENSIFICATION AND CADASTRAL SURVEY
RECORDED IN BOOK 703, PAGE 38, M.C.R.



WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

PERIMETER EXCEPTION PLAT

SUNRISE COMMONS
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

COMPLETION OF SURVEY
WORK ON 12/03/2013
CHECKED BY T3N
CADD TECHNICIAN JAMES
SCALE 1" = 200'
DATE 02/23/2014
JOB NUMBER WPM113725.04
SHEET 2 OF 5

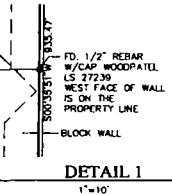
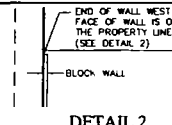
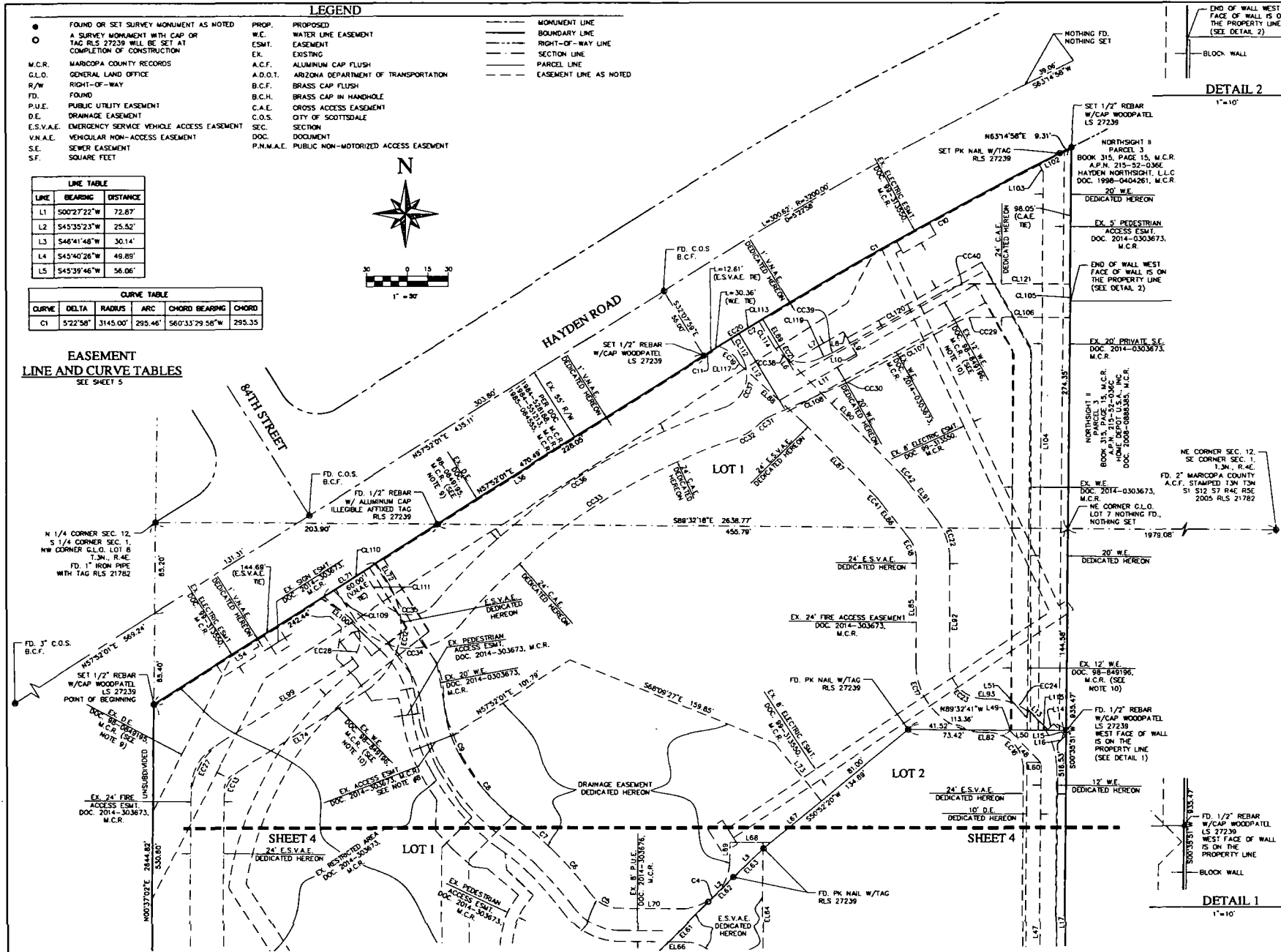
DRB: 31-DR-2014, 19-ZN-2013, 1-PE-2015, 10-CP-2013 PLAN CHECK # 6191-15-6

- FOUND OR SET SURVEY MONUMENT AS NOTED
○ A SURVEY MONUMENT WITH CAP OR TAG RLS 27239 WILL BE SET AT COMPLETION OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
G.L.O. GENERAL LAND OFFICE
R/W RIGHT-OF-WAY
FD. FOUND
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
E.S.V.A.E. EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
V.N.A.E. VEHICULAR NON-ACCESS EASEMENT
S.E. SEWER EASEMENT
S.F. SQUARE FEET
- PROPOSED
W.C. WATER LINE EASEMENT
E.S.M. EASEMENT
EX. EXISTING
A.C.F. ALUMINUM CAP FLUSH
A.D.O.T. ARIZONA DEPARTMENT OF TRANSPORTATION
B.C.F. BRASS CAP FLUSH
B.C.H. BRASS CAP IN HANDHOLE
C.A.E. CROSS ACCESS EASEMENT
C.O.S. CITY OF SCOTTSDALE
SEC. SECTION
DOC. DOCUMENT
P.N.M.A.E. PUBLIC NON-MOTORIZED ACCESS EASEMENT
- MONUMENT LINE
BOUNDARY LINE
RIGHT-OF-WAY LINE
SECTION LINE
PARCEL LINE
EASEMENT LINE AS NOTED

LINE	BEARING	DISTANCE
L1	S00°27'22"W	72.87'
L2	S45°35'23"W	25.52'
L3	S46°41'48"W	30.14'
L4	S45°40'26"W	49.89'
L5	S45°39'46"W	56.06'

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	S72°58'	3145.00'	295.46'	S60°33'29.58"W	295.35'

EASEMENT LINE AND CURVE TABLES SEE SHEET 5



WOOD/PATEL
MISSION: CLIENT SERVICE
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

PERIMETER EXCEPTION PLAT

COMPLETED SURVEY FIELD WORK ON 12/03/2015
CHECKED BY [Signature]
DATE 02/03/2016
JOB NUMBER WPM11722.04
SHEET 3 OF 5

DRB: 31-DR-2014, 19-ZN-2013, 1-PE-2015, 10-GP-2013 PLAN CHECK # 6191-15-6

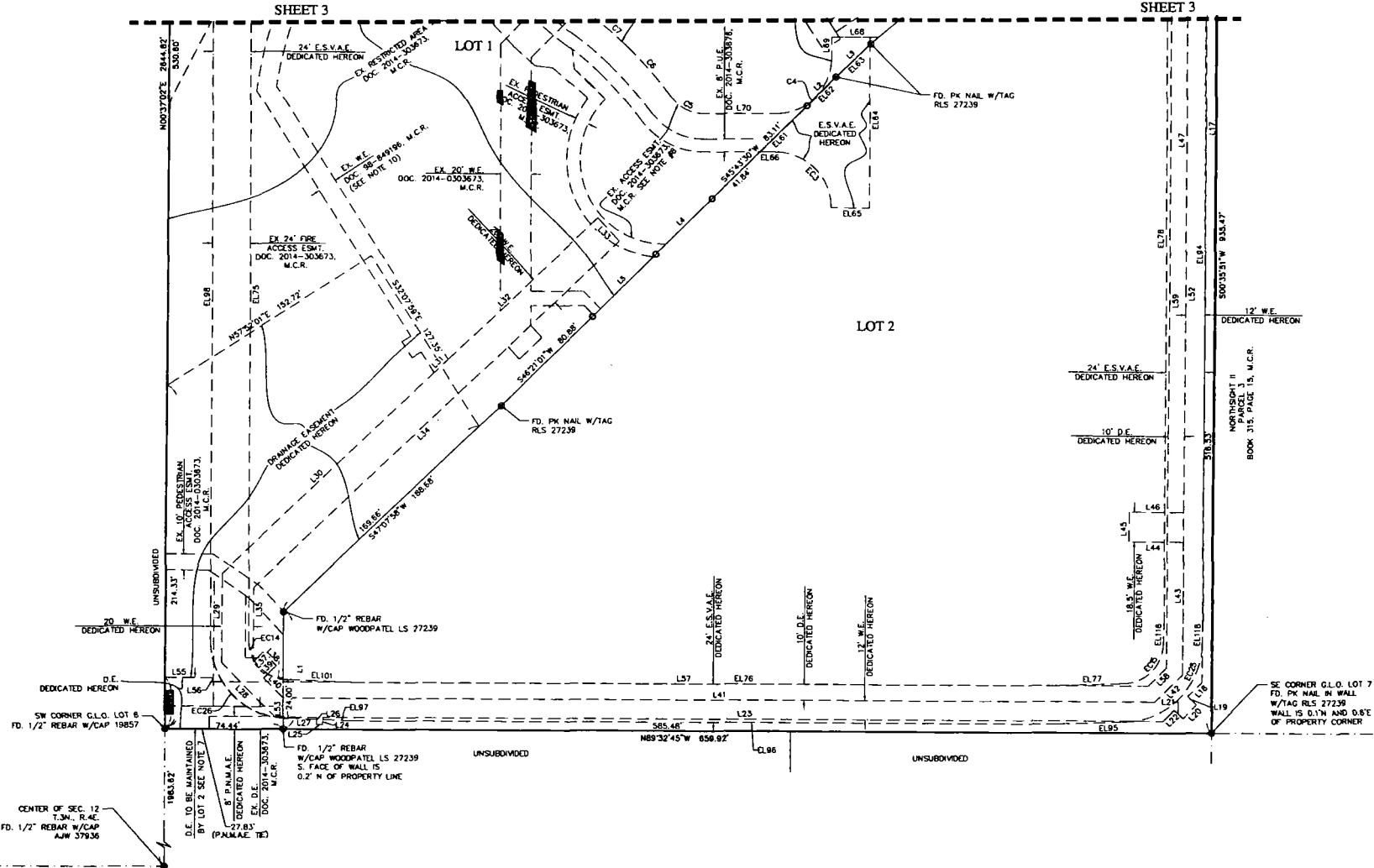
- FOUND OR SET SURVEY MONUMENT AS NOTED
○ A SURVEY MONUMENT WITH CAP OR TAG RLS 27239 WILL BE SET AT COMPLETION OF CONSTRUCTION
- M.C.R. MARICOPA COUNTY RECORDS
G.L.O. GENERAL LAND OFFICE
R/W RIGHT-OF-WAY
FD. FOUND
P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
E.S.V.A.E. EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
V.H.A.E. VEHICULAR NON-ACCESS EASEMENT
S.E. SEWER EASEMENT
S.F. SQUARE FEET
- PROP. PROPOSED
W.E. WATER LINE EASEMENT
E.S.M.T. EASEMENT
EX. EXISTING
A.C.F. ALUMINUM CAP FLUSH
A.D.O.T. ARIZONA DEPARTMENT OF TRANSPORTATION
B.C.F. BRASS CAP FLUSH
B.C.H. BRASS CAP IN HANDHOLE
C.A.E. CROSS ACCESS EASEMENT
C.O.S. CITY OF SCOTTSDALE
SEC. SECTION
DOC. DOCUMENT
P.N.M.A.E. PUBLIC NON-MOTORIZED ACCESS EASEMENT

- MONUMENT LINE
BOUNDARY LINE
RIGHT-OF-WAY LINE
SECTION LINE
PARCEL LINE
EASEMENT LINE AS NOTED



BOUNDARY
LINE AND CURVE TABLES
SEE SHEET 3

EASEMENT
LINE AND CURVE TABLES
SEE SHEET 5



WOOD/PATEL
MISSION: CLIENT SERVICE™
(602) 335-8500
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

PERIMETER EXCEPTION PLAT

SUNRISE COMMONS
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE DLA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



COMPLETED SURVEY FIELD WORK ON 12/03/2015
CHECKED BY TITAGANS
DATE 03/23/2016
JOB NUMBER WP113725.D4
SHEET 4 OF 5

DRB: 31-DR-2014, 19-ZN-2013, 1-PE-2015, 10-OP-2013 PLAN CHECK # 6191.15-6

CROSS ACCESS EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
CL105	S00°35'51"W	24.00'
CL106	S89°32'45"E	68.37'
CL107	N60°57'49"E	88.62'
CL108	S66°19'58"W	58.42'
CL109	N32°06'58"W	23.35'
CL110	N57°52'01"E	24.00'
CL111	N32°06'58"W	23.36'
CL112	S31°15'38"E	15.63'
CL113	N58°30'30"E	24.00'
CL114	S31°15'38"E	20.63'
CL119	S66°19'58"W	10.96'
CL120	N60°57'49"E	88.62'
CL121	S89°32'45"E	68.43'

CROSS ACCESS EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
CC29	29°29'26"	25.00'	12.87'	S75°42'32"W	12.73'
CC30	57°22'09"	49.00'	4.59'	N63°38'54"E	4.59'
CC31	21°01'13"	25.00'	9.17'	S55°49'22"W	9.12'
CC32	26°26'17"	49.00'	22.61'	N58°31'54"E	22.41'
CC33	31°14'29"	442.74'	241.41'	S56°07'48"W	238.43'
CC34	107°22'28"	49.00'	91.83'	S85°48'13"E	78.97'
CC35	107°22'28"	25.00'	46.85'	S85°48'13"E	40.29'
CC36	31°14'29"	466.74'	254.50'	S56°07'48"W	251.36'
CC37	103°00'41"	25.00'	44.95'	N20°14'42"E	39.13'
CC38	82°24'24"	25.00'	35.86'	S72°27'50"E	32.94'
CC39	57°22'09"	25.00'	2.34'	N63°38'54"E	2.34'
CC40	29°29'26"	49.00'	25.22'	S75°42'32"W	24.94'

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L41	N89°32'45"W	550.50'
L42	N45°27'15"E	24.14'
L52	N00°35'51"E	457.03'
L53	N00°27'22"E	19.50'
L55	N89°32'45"W	30.00'
L56	S00°37'02"W	2.50'
L57	N89°32'45"W	590.72'
L58	N45°27'15"E	15.87'
L59	N00°35'51"E	452.90'
L60	N89°24'09"W	10.00'
L67	N50°52'20"E	47.44'
L68	S89°32'45"E	29.39'
L69	N00°27'15"E	13.00'
L70	S89°32'45"E	45.20'
L73	N39°07'40"W	53.08'

DRAINAGE EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C4	90°00'00"	35.00'	54.98'	N45°27'15"E	49.50'
C5	53°04'42"	25.00'	23.18'	S63°00'24"E	22.34'
C6	9°21'57"	263.00'	42.99'	N41°09'01"W	42.94'
C7	8°54'12"	200.00'	31.08'	N50°17'05"W	31.05'
C8	25°33'52"	146.00'	65.14'	S41°37'15"E	64.60'
C9	9°03'53"	92.00'	14.56'	S24°38'23"E	14.54'

V.M.A.E. EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L36	N57°52'01"E	274.79'
L54	N57°52'01"E	136.34'

V.M.A.E. EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C10	4°20'38"	3144.00'	238.37'	N61°04'40"E	238.31'
C11	0°07'39"	3144.00'	7.00'	S57°55'50"W	7.00'

E.S.V.A.E. EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL61	S45°43'30"W	41.27'
EL62	S45°35'23"W	25.52'
EL63	S46°41'48"W	29.55'
EL64	S00°27'15"W	102.49'
EL65	S89°32'45"E	24.00'
EL66	S89°32'45"E	9.75'
EL71	N57°52'01"E	44.69'
EL72	S32°24'57"E	17.99'
EL74	S58°06'15"W	106.45'
EL75	S00°27'18"W	407.15'
EL76	S89°32'45"E	442.42'
EL77	N86°27'15"E	43.42'
EL78	N00°27'15"E	420.07'
EL82	S89°32'45"E	3.54'
EL85	N00°27'15"E	74.19'
EL86	N37°42'31"W	33.66'
EL87	N44°32'45"W	77.05'

E.S.V.A.E. EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
EL88	N47°39'48"W	61.61'
EL89	S31°27'57"E	28.86'
EL90	S44°32'45"E	116.62'
EL91	S37°42'31"E	33.66'
EL92	S00°27'15"W	74.19'
EL93	S89°32'45"E	3.54'
EL94	N00°27'15"E	420.49'
EL95	N89°27'15"E	43.84'
EL96	N89°32'45"W	443.26'
EL97	S87°32'45"E	43.84'
EL98	N00°27'18"E	407.15'
EL99	N58°06'15"E	105.34'
EL100	N50°28'39"W	24.19'
EL101	S87°32'45"E	43.42'
EL116	N00°27'15"E	14.76'
EL117	N31°12'57"W	2.07'
EL118	N02°27'15"E	15.18'

E.S.V.A.E. EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
EC3	90°00'00"	35.00'	54.98'	N44°32'45"W	49.50'
EC12	90°31'12"	55.00'	86.89'	N12°50'39"E	78.13'
EC13	57°38'57"	25.00'	25.15'	S29°16'47"W	24.11'
EC14	88°00'03"	25.00'	38.40'	S43°32'44"E	34.73'
EC15	86°00'00"	25.00'	37.52'	N45°27'15"E	34.10'
EC16	90°00'00"	25.00'	39.27'	N44°32'45"W	35.36'
EC17	90°00'00"	49.00'	76.97'	S44°32'45"E	69.30'
EC18	38°09'46"	25.00'	16.65'	N18°37'38"W	16.35'
EC19	42°39'06"	25.50'	18.98'	N52°32'29"W	18.55'
EC20	0°41'16"	3145.00'	37.75'	S58°28'26"W	37.75'
EC21	13°19'48"	25.00'	5.82'	S37°52'51"E	5.80'
EC22	38°09'46"	49.00'	32.64'	N18°37'38"W	32.04'
EC23	90°00'00"	25.00'	39.27'	S44°32'45"E	35.36'
EC24	90°00'01"	49.00'	76.97'	N44°32'45"E	69.30'
EC25	86°00'00"	49.00'	73.55'	N45°27'15"E	66.84'
EC26	88°00'03"	49.00'	75.26'	S43°32'44"E	68.08'
EC27	57°38'57"	49.00'	49.30'	S29°16'47"W	47.25'
EC28	108°34'54"	20.00'	37.90'	N3°48'48"E	32.48'
EC41	6°50'14"	25.00'	2.96'	N41°07'38"W	2.98'
EC42	6°50'14"	49.00'	5.85'	N41°07'38"W	5.84'

WATER LINE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L6	S31°12'57"E	37.04'
L7	N60°06'59"E	45.47'
L8	S29°53'01"E	5.24'
L9	S29°53'01"E	12.17'
L10	S29°53'01"E	2.57'
L11	S60°06'59"W	65.01'
L12	N31°12'57"W	56.52'
L13	N44°24'09"W	20.86'
L14	S45°35'51"W	5.90'
L15	S44°24'09"E	12.00'
L16	S45°35'51"W	7.76'
L17	N00°35'51"E	475.64'
L18	N45°27'15"E	12.15'
L19	S44°32'45"E	7.50'
L20	N45°27'15"E	12.00'
L21	S44°32'45"E	7.50'
L22	N45°27'15"E	9.92'
L23	N89°32'45"W	530.36'
L24	N00°27'15"E	4.50'
L25	S89°32'45"E	4.00'
L26	S00°27'15"W	4.50'
L27	N89°32'45"W	26.09'
L28	N44°32'45"W	48.01'
L29	N00°27'18"E	55.31'
L30	N47°07'51"E	183.84'

WATER LINE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L31	N47°07'51"E	12.21'
L32	N47°07'51"E	130.43'
L33	N42°52'09"W	20.00'
L34	N47°07'51"E	317.85'
L35	N00°27'18"E	46.15'
L37	S45°27'15"W	8.48'
L38	N44°32'45"W	12.00'
L39	S45°27'15"W	11.00'
L40	N44°32'45"W	17.28'
L41	N89°32'45"W	550.50'
L42	N45°27'15"E	24.14'
L43	N00°35'51"E	82.29'
L44	S89°24'09"E	31.75'
L45	S00°35'51"W	18.50'
L46	N89°24'09"W	31.75'
L47	N00°35'51"E	356.23'
L48	N44°24'09"W	31.03'
L49	S00°35'51"W	0.94'
L50	N89°32'41"W	12.02'
L51	S00°35'51"W	15.26'
L102	S63°09'06"W	26.31'
L103	S29°02'10"E	6.76'
L104	S00°35'51"W	400.98'
L115	S89°32'41"E	20.00'

WATER EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C2	0°21'52"	3145.00'	20.00'	S58°36'07.50"W	20.00'

WOOD/PATEL
MISSION: CLIENT SERVICE™
WWW.WOODPATEL.COM
PHOENIX - MESA - TUCSON

PERIMETER EXCEPTION PLAT
SUNRISE COMMONS
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 1 AND THE NORTHEAST QUARTER OF SECTION 12,
TOWNSHIP 3 NORTH, RANGE 4 EAST, OF THE GILA AND BULL RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

PLAT PREPARED BY
WOOD/PATEL
CONSULTING ENGINEER
OR RECORDING
DATE: 03/29/2016
JOB NUMBER: 120320215
SHEET: 5 OF 5

DRB-31-DR-2014, 19-ZN-2013, 1-PE-2015, 10-GP-2013 PLAN CHECK # 6191-15-6

Site Plan

'Impact Church'

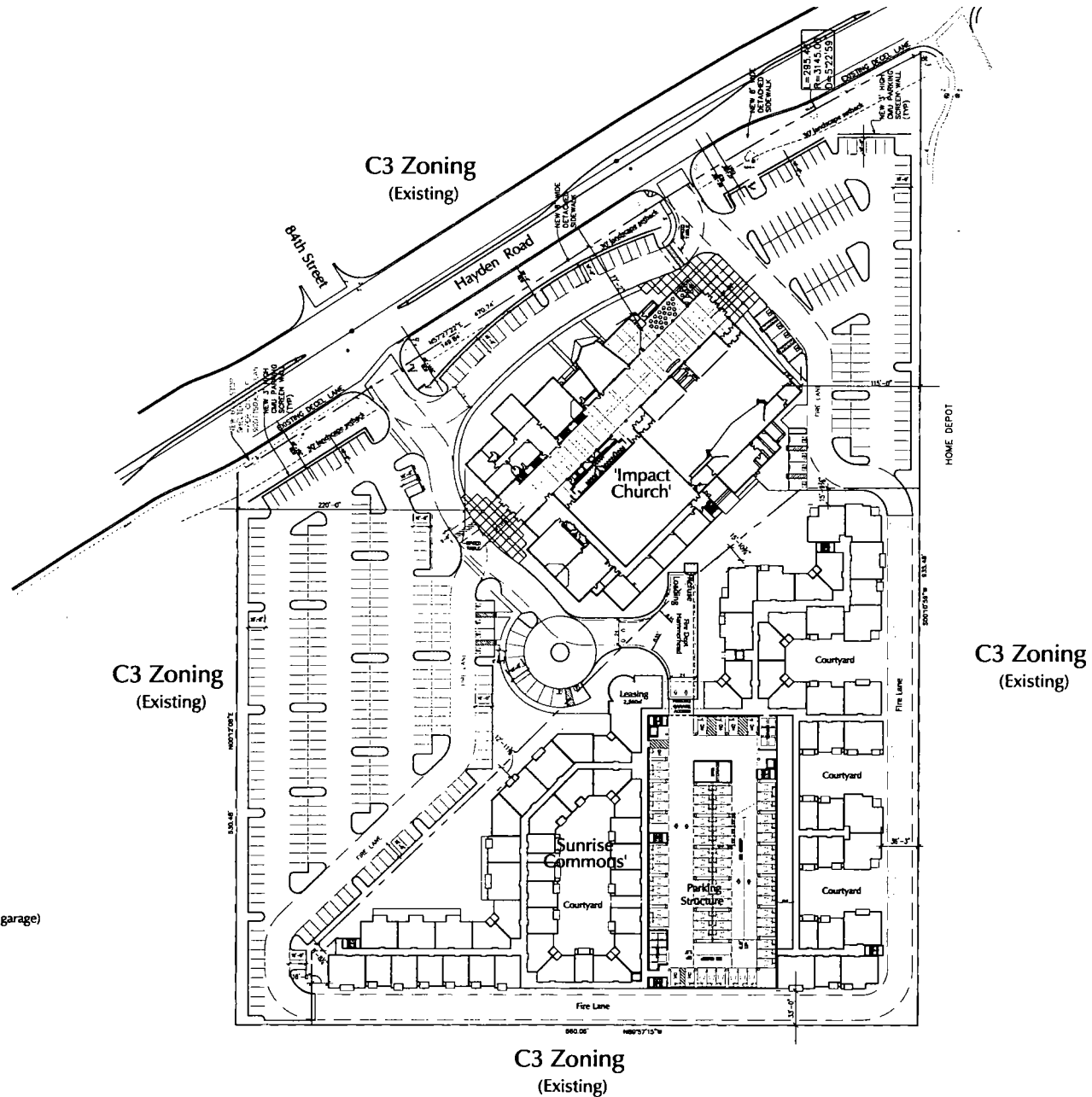
Site Area:	6.60 acres net (288,302sf)
Gross Building Area:	69,500sf
Floor Area Ratio:	0.24
Building Height Provided:	36'-0" maximum
Minimum Front Setback:	77'-0" (from curb line)
Minimum Side / Rear Setback:	118'-0" (from property line)
Required Parking:	400 spaces (1,200 seats)
Provided Parking:	418 spaces (16 ADA spaces; 402 standard)
Bicycle Parking Required:	40 spaces 1/10 req. parking spaces)
Bicycle Parking Provided:	40 spaces

'Sunrise Commons' Residential

Site Area:	4.59 acres net/gross (200,000sf)
Studio:	31 units
One-Bedroom:	175 units
Two-Bedroom:	105 units
Total:	311 units
Gross Building Area:	330,804sf (excluding parking structure)
Dwelling Unit Area:	228,332sf
Floor Area Ratio:	1.65
Building Height Allowed:	84'-0" maximum
Building Height Provided:	65'-0" maximum
Density:	67.8 units / acre net
Minimum Front Setback:	(not applicable)
Minimum Side / Rear Setback:	33'-0" (from property line)
Parking Required:	445 spaces (1.25 / studio; 1.3 / one-bed; 1.7 / two-bed)
Parking Provided:	480 spaces (9 ADA spaces; 471 standard spaces)
Bicycle Parking Required:	45 spaces (1/10 req. parking spaces)
Bicycle Parking Provided:	48 spaces

Project Totals:

Total Site Area:	11.21 acres net (488,302sf)
Total Gross Building Area:	400,304sf (excluding parking structure)
Floor Area Ratio Allowed:	0.80 (390,642sf)
Floor Area Ratio Provided:	0.82 (400,304sf) (achieved thru bonus)
Total Ground Floor Building Area:	172,280sf (includes church, residential and parking garage)
Ground Floor Residential Area:	84,420sf (49% of total ground floor area)
Building Height Allowed:	84'-0" maximum
Building Height Provided:	65'-0" maximum
Total Required Parking:	845 spaces
Total Provided Parking:	856 spaces (25 ADA spaces; 831 standard)
Total Bicycle Parking Required:	85 spaces 1/10 req. parking spaces)
Total Bicycle Parking Provided:	88 spaces



Impact Church - Sunrise Commons
Scottsdale, Arizona

13160
11 22 12 (REVISED 12/14)